



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**Request For a Standing Offer
Demande d'offre à commandes**

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet 2017 A/V Equipment and Services	
Solicitation No. - N° de l'invitation E60HN-17AVSO/A	Date 2017-09-29
Client Reference No. - N° de référence du client E60HN-17AVSO	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-307-73500
File No. - N° de dossier hn307.E60HN-17AVSO	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-01	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Moore, Brian	Buyer Id - Id de l'acheteur hn307
Telephone No. - N° de téléphone (819)420-0338 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PSPC 11 Laurier St. Gatineau, QC K1A 0S5	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Request for Standing Offer (RFSO) Summary

This RFSO contains instructions for submitting an offer for both the Procurement Strategy for Aboriginal Businesses (PSAB) Standing Offer (SO) and the non-PSAB SO. Offerors may submit an Offer for either one or both SO's

Offerors must indicate, using the check boxes below, which SO(s) they are providing an Offer for.

This Offer is being submitted for the following SO(s):

Procurement Strategy for Aboriginal Business (PSAB)
(Supplier must have a valid Aboriginal Business Certification)

And/or

Non-PSAB (General Supplier)

For Offerors submitting an Offer for both a PSAB and non-PSAB SO.

The entire RFSO submission does not have to be duplicated. PSAB offers will be evaluated separately from non-PSAB offers. If unique financial data needs to be submitted on the following submission documents for PSAB and non-PSAB Offers, the original, blank submission documents should be copied, completed and correctly renamed with PSAB or non-PSAB in the file name.

- Offeror Submission Table
- Professional Service Rates Spreadsheet

Throughout the RFSO, other clearly indicated PSAB-only submission requirements do exist and must be completed, for a PSAB offer to be considered compliant.

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Part 1 – General Information

1.1 Introduction

The RFSO is divided into seven parts plus annexes and attachments, as follows:

- Part 1 General Information: provides a general description of the requirement
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection
- Part 5 Certifications: includes the certifications to be provided
- Part 6 Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses

 7A, includes the SO containing the offer from the Offeror and the applicable clauses and conditions

 7B, includes the clauses and conditions which will apply to any contract resulting from a Call-up made pursuant to the SO

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

No Obligation

The Provincial/Territorial Identified User has no obligation to use this procurement instrument.

Exclusionary Clause

No Offeror will have any claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Request for Standing Offers, including but not limited to any resulting Standing Offer or call-up against a Standing Offer where the call-up is issued by a “Provincial/Territorial Identified User”.

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada, despite the fact that Her Majesty is the Standing Offer Authority. Upon the issuance of a call-up, the Provincial/Territorial Identified User will be the Contracting Authority and as such will be responsible for any

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contractual issues, or any other issues related to individual call-ups made against the Standing Offer. The Annexes include the Requirement and other more specific details related to the document.

This RFSO may result in both PSAB and non-PSAB Offerors being issued a SO.

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Chapter 9, Article 9.40 of the Supply Manual at <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>.

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) except for PSAB Offers submitted.

1.2 Summary

These mandatory Standing Offers (SO) are for the supply of Audio Visual (AV) equipment including AV professional services, classified in the sub-categories detailed in Annex "A" - Requirement, Section 1 - Allowable Goods and Services and further defined in Annex "B".

1.2.1 The resulting mandatory SO's will facilitate the procurement of frequently purchased AV equipment. National Master SO's will be issued to qualified Offerors in the following six regions individually: Atlantic, Quebec, NCR, Ontario, Western and Pacific.

The AV equipment offered through the SO's will be divided into 7 main AV equipment categories. Each category will further be divided into specific sub-categories. Manufacturers will direct their products to be categorized, for the purpose of the RFSO, into the most logical and appropriate equipment sub-categories. The manufacturer and equipment sub-categories will form the framework for Offeror discount submissions and eventually the rankings by equipment sub-category and manufacturer. See Part 7A, section 8 - Call-up Procedures and Annex "D" for instructions on how to purchase AV equipment and/or services using the AV SO.

1.2.2 SO's will be issued to allow completion of the Manufacturer Product Price Lists (MPPL). The MPPL is a list of products available for purchase. This list includes the model number, list price and indicates if the item is a green product. The MPPL, organized individually by manufacturer will be used to verify the items available through the AV SO and to provide the Manufacturer Suggested Retail Price (MSRP) for those items. Once the MPPL are complete and published, the SO's will be issued and the one-year term of the SO will commence. This RFSO includes two (2) - one (1) year option periods.

1.2.3 Offerors will be evaluated on a regional basis across the six (6) regions identified above. Offerors are not required to duplicate all RFSO requirements individually for each region for which they are submitting an offer. Offerors are simply required to fulfill all RFSO requirements as outlined and to select regional preferences wherever requested.

1.2.4 Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror before a SO will be issued. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete the Consent to a Criminal Record Verification form and related documentation.

1.3 Security Requirement

There is no security requirement associated with this Request for Standing Offer (RFSO).

1.4 Debriefings

Offerors may request a debriefing on the results of the request for SO process. Offerors should make the request to the SO Authority within 15 working days of receipt of the results of the RFSO process. The debriefing may be in writing, by telephone or in person.

Part 2 - Offeror Instructions

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSO by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the SO and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection General Information of 2006, Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

Delete: the words “departments and agencies” and “Canada”

Insert: Authorized User

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the offer, offers transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the SO Authority no later than ten (10) calendar days before the RFSO closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

Part 3 - Offeror Preparation Instructions

3.1 Offering as an Authorized Dealer or a Manufacturer

An Offeror can either be an Authorized Dealer or a Manufacturer.

Authorized Dealers attempting to qualify under the RFSO are prohibited from offering equipment manufactured under the Offeror's name.

Manufacturers are prohibited from offering equipment manufactured by other manufacturers.

3.1.1 Manufacturer Letters and Manufacturer's Suggested Retail Price (MSRP) Lists

It is the Offeror's responsibility to obtain the co-operation of the highest ranking distributor(s) and/or manufacturer representative to ensure the Offeror submits the same product and equipment sub-category data on its authorization letters as other Offerors.

If the equipment sub-category data on authorization letters and/or the MSRP lists from a particular manufacturer are not consistent from each of its dealer's offers, the equipment discount percentages offered cannot be evaluated fairly. For this reason PWGSC may seek clarification directly from the manufacturer, but is not obligated. If discrepancies in the letters and/or MSRP price lists exist, PWGSC has the right to reject all or some of the Offeror submissions (specific to the Manufacturer/equipment sub-category in question) not meeting the requirements outlined above regardless if the manufacturer has or has not been contacted for clarification.

Where a distributor, and not a manufacturer, has sole and exclusive rights to grant dealer authorizations set national pricing and to promote and supply manufacturer's products across Canada, the distributor may act on behalf of the manufacturer to provide all the necessary RFSO dealer authorization letters and MSRP list.

3.1.2 Manufacturer Product Price List Building

Once qualified and ranked for a SO but prior to issuance of the SO's, a product price list building process will take place where Offerors identified by the manufacturer and selected by PWGSC will assist in building product price lists for each manufacturer. Those same Offerors will be responsible for updating the product price list and forwarding it to PWGSC.

These simplified, reusable and easily updated product price lists will be used as quote and Call-up price verification tools by Identified Users.

Product Price Lists for each manufacturer will be located on the PWGSC Publiservice website.

For detailed information regarding the product price list building submission refer to Annex "F" – Instructions for Manufacturers.

3.2 Offer Preparation Instructions

Offerors downloading a copy of the solicitation document will also have the opportunity to download all the documents and spreadsheets needed to supply RFSO submission data.

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (hard copies and soft copies as indicated)
- Section II: Financial Offer (hard copies and soft copies as indicated)
- Section III: Certifications (1 hard copy)

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Section IV: Additional Information (hard copies and soft copies as indicated)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Percentage discounts must appear in the financial offer only. No percentage discounts must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper
- (b) Use a numbering system that corresponds to that of the RFSO

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (Policy on Green Procurement <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors are encouraged to:

- 1) Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content
- 2) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders
- 3) Use one USB key for the Offeror Submission Table, the Environmental Questionnaire, the Offeror Profile and if applicable, the Labour Rates Table
 - Label this USB key "# 1" along with the Offerors company nameUse one USB key, or more if required, for submitting the Manufacturer MSRP Price Lists
 - Label this USB key "# 2", and "# 3" if required, along with the Offerors company name
- 4) No part of the AV SO RFSO submission or any of its accompanying documents, except for manufacturer price lists are to be in PDF format

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

The Offerors must submit their financial offer in accordance with the Basis of Payment. The Offeror must submit firm percentage discounts based on manufacturer suggested retail pricing in Canadian dollars, DDP Incoterms® 2000 for the various delivery destinations within any one (1) of the six regions of Canada defined in Section 3.0 of Annex A excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties, excise tax and freight charges to the point(s) of delivery. The discounts offered are firm for the period of the resulting SO's.

1. Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify below which ones are accepted.

- VISA Acquisition Card
- MasterCard Acquisition Card

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If no payment instruments are identified, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Ordering and Payment of Invoices by Government of Canada Acquisition (credit) cards

Offerors invoices may be paid using Canada acquisition cards (credit cards). However, the Offeror is not obligated to accept orders or payment by credit card.

The maximum total call-up value for orders placed by credit card is \$10,000.00

Acceptance of credit cards for orders or payment of invoices will not be considered as an evaluation criterion.

Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

Offerors must submit the following additional documents:

1. Environmental Questionnaire (1 hard copy) (1 soft copy - USB Key # 1)

Canada is committed to protecting the environment by incorporating environmentally responsible principles and practices into its operations, and promoting environmental stewardship by integrating environmental performance considerations into the procurement process.

In accordance with this initiative, Offerors are asked to provide information regarding their environmentally preferable/"green" practices and green products and services they provide. This information will not be used in evaluation and is for information purposes only. However, completing and submitting the Environmental Performance Criteria questionnaire as part of your offer is a mandatory requirement. Future Request for SO's will include more stringent environmental criteria in accordance with the Government of Canada's Green Procurement Policy.

- Offers must complete the questionnaire using the 2017 AV SO Environmental Performance Criteria Questionnaire, available as a downloadable MS Word document
- A sample of the questionnaire for reference only, is provided at Annex "H"

If any of the above requested information is not completed and submitted as requested, the SO Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the SO Authority and meet the requirement within that time period will render the offer non-responsive.

2. Former Public Servant Certification (1 hard copy)

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Offerors must provide the information required below.

Definitions

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For the purposes of this clause,

"Former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

1. an individual
2. an individual who has incorporated
3. a partnership made of former public servants; or
4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"Pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

1. Name of former public servant
2. Date of termination of employment or retirement from the Public Service

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?
Yes () No ()

If so, the Bidder must provide the following information:

1. Name of former public servant
2. Conditions of the lump sum payment incentive
3. Date of termination of employment
4. Amount of lump sum payment
5. Rate of pay on which lump sum payment is based
6. Period of lump sum payment including start date, end date and number of weeks
7. Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

3. Audio Visual Services Labour Rates (1 soft copy - USB key # 1)

PWGSC is requesting as part of the RFSO, the hourly rates of the Audio Visual services categories as defined in Annex "A", Section 1.1. Allowable Audio Visual Services.

- Submitting hourly services rates is optional
- When providing service rates, Offerors must provide a firm hourly per-person rate, using the 2017 AV SO Service Rates template, available as a downloadable Excel document. Day rates, or rates for multiple quantities of technicians are prohibited
- Offerors are permitted to submit unique hourly rates by region for each service category; and
- The submitted hourly service rates will be depicted in the Offerors Annex "C" - Hourly Service Labour Rates and List of Dealers (if applicable)

For manufacturers making an AV SO offer and wanting to provide services through the SO, the Offeror must submit one (1) 2017 AV SO Service Rates template for each of its reseller. Upon being issued a SO, these templates collectively will form as the list of dealers located in Annex "C". Offerors may at any time delete a reseller from its list. Offerors are prohibited from adding new dealers during the SO period.

For manufacturers making an AV SO offer and not wanting to provide services or the applicable list of dealers, the Offeror is not required to submit a 2017 AV SO Service Rates template for any or all of the dealers.

The rates of all compliant Offerors will be consolidated into one spreadsheet called the Summary of Services Rates (SSR). The SSR spreadsheet will be made available to all Identified Users directly from the AV SO authority and on the internal government website tools.

Part 4 – Evaluation Procedures and Basis of Selection

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the RFSO including the technical, financial evaluation criteria and certifications
- (b) An evaluation team composed of representatives of Canada will evaluate the offers
- (c) Only after successful compliance with mandatory requirements, will Offerors have their financial offer evaluated
- (d) Offers will be evaluated for each of the six (6) regions separately. SO's will be issued on a regional basis
- (e) All Offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

The following mandatory requirements will be taken into consideration in the evaluation of each offer:

1. A completed Offeror Profile (1 soft copy – USB key # 1)
2. Manufacturer Authorization Letters (1 original hard copy):

Offerors must submit a Manufacturer's Authorization Letter as per the following instructions:

- The 2017 Manufacturer Authorization Letter templates, available as downloadable documents, must be used
- Offerors must use the appropriate check box to indicate PSAB SO, non-PSAB SO or both SOs on each Manufacturer authorization letter template submitted
- Previous versions of the Manufacturer Authorization Letter templates will not be evaluated
- The Manufacturer Authorization Letter templates must not be modified and must be used in their entirety to create the Manufacturer Authorization Letters supplied in your offer
- The Manufacturer's letters must be original, under the letterhead of the manufacturer, signed by the highest-ranking authorized representative available and should have the absolute authority to designate agents / distributors. Facsimile versions will not be accepted. Scanned original authorization letters are acceptable
- The Manufacturer name indicated in [Box # 1] only, must match the Manufacturer name submitted in the Offeror Submission Table
- If the Manufacturer name supplied in the Offeror Submission Table does not match the Manufacturer name in [Box # 1] of the applicable Manufacturer Authorization Letters, the offer for that Manufacturer will be considered non-compliant
- Offerors are responsible for providing to the Manufacturers, the Manufacturer Authorization Letter Instructions provided in Annex "F", as well as the applicable E60HN-17AVSO Manufacturer Letter templates

If the Offeror is an authorized dealer of the manufacturer, the Offeror must submit the following Authorization Letter Template:

- Template 1 – "Manufacture authorizes Offeror"

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If the Offeror is an authorized dealer and the manufacturer has designated absolute product authority across Canada to an exclusive distributor to act on behalf of the manufacturer, the Offeror must submit the following two (2) Authorization Letter Templates:

- Template 2 - "Distributor authorizes Offeror", and
- Template 3 - "Manufacturer authorizes Distributor"

If the Offeror is a Manufacturer they must submit the following Authorization Letter Template:

- Template 4 - "Offeror is the Manufacturer (MFGR)"
- Manufacturer authorization letters must be provided to support each Manufacturer, region and equipment sub-category for which percentage discounts are supplied in the Offerors, Offeror Submission Table
- The Offeror is requested to organize their Manufacturer authorization letters alphabetically by Manufacturer name
- Manufacturer authorization letters submitted for Manufacturers whose hardware devices do not clearly and logically fall within the allowable products guidelines provided in Annex "A" will be considered non-compliant and will not be evaluated

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria:

All Offerors must provide in their financial offer, a discount percentage for each Manufacturer/equipment sub-category of main devices being offered. Offerors must include in their Financial Offer, the following:

1. 2017 Offeror Submission Table (1 soft copy – USB key # 1) (1 hard copy).

Offerors must use the appropriate check box to indicate PSAB SO, non-PSAB SO or both SOs on the Offeror Submission Table submitted.

The hard copy is requested to be printed landscape and/or have its font size or overall scale reduced in order to display all columns of the spreadsheet. It may be printed on paper format larger than 8.5 x 11 inch.

Offerors must supply all Manufacturer/equipment sub-category discount percentages offered in an electronic format using the 2017 Offeror Submission Table available as a downloadable Excel spreadsheet. All Manufacturer/equipment sub-category discounts submitted may be supplied in one Excel spreadsheet.

Discount percentages must be based on a Manufacturer Suggested Retail Price (MSRP) list supplied by the Manufacturer OR if the Manufacturer has granted sole and exclusive Canadian wide authorization to a distributor, one (1) Manufacturer authorized distributor.

Main device percentage discount submissions will be used to rank the compliant offers.

An Offeror cannot provide a percentage discount for a Manufacturer/equipment sub-category that has not been supported by a Manufacturer Authorization Letter. An Offeror can however, choose not to provide a percentage discount for regions or Manufacturer/equipment sub-categories indicated on a Manufacturer Authorization Letter;

If an Offeror offers a percentage discount for a Manufacturer/equipment sub-category that does not include hardware devices that clearly and logically fall within the allowable products guidelines provided in Annex "A" and/or Annex "B", the percentage discount offered for that Manufacturer/equipment sub-category will be considered non-compliant and will not be evaluated.

The required input fields of the 2017 Offeror Submission Table are as follows:

- Region
- Equipment sub-category

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- Manufacturer
- Device % discount
- Accessory % discount
- Price list version or issue date

For detailed input field instructions refer to Annex "E", Section 7, 2017 Offer Submission Table Instructions

2. Manufacturer Price Lists (1 soft copy – USB key # 2)

The price lists required here are the dealer price lists supplied by Manufacturers and should not be confused with the Manufacturer Product Price Lists built later for the SO website and requested in Part 3, section 3.1.1.

Offerors must submit a Manufacturers MSRP Price List as per the following instructions:

Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicate manufacturer price lists. One price list per manufacturer is all that is required.

- For each Manufacturer percentage discount offered, Offerors must submit an electronic version only of the Manufacturers MSRP price list, (do not print Manufacturer price lists)
- All Manufacturer MSRP price lists should be saved onto one, (or more if needed), USB key(s)

The USB key labeled # 2 must also include an Excel file entitled "List of Manufacturers" with the following data:

- The Offerors name
- A simple table of Manufacturer names of the price lists supplied, along with their applicable price list issue date or version number and the currency utilized in the price list

4.1.4 Pricing Basis

The Offerors must submit their financial offer in accordance with the Basis of Payment. The Offeror must submit firm percentage discounts based on Manufacturer suggested retail pricing in Canadian dollars, DDP Incoterms® 2000 for the various delivery destinations within any (1) of the six regions of Canada defined in Section 7.0 of Annex "A" excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties, excise tax and freight charges to the point(s) of delivery. The discounts offered are firm for the period of the resulting SO's.

4.2 Basis of Selection

An offer must comply with the requirements of the RFSO and meet all mandatory technical evaluation criteria to be declared responsive. Responsive PSAB Offers will be ranked separately from non-PSAB responsive Offers.

For a responsive Offeror to be recommended for a SO, individually, within each of the six regions, the responsive Offeror must rank as one of the 3 highest percentage discounts, in at least 6 different Manufacturer/equipment sub-categories. The only exceptions are the following:

- For offers for the equipment sub-categories Control and Automation Systems, Non-proprietary AV Rack Systems, Non-proprietary AV Mounts and Projection Screens, the 7 highest percentage discounts per Manufacturer will be recommended for SO award.
- In the case of identical percentage discounts more than 3 (or 7 as applicable) Offerors may be recommended for a SO for each Manufacturer equipment sub-category. For example:
 - When Offerors submit identical first highest percentage discounts. Each of these Offerors will be selected. There is no limit to the number of identical first highest percentage discounts. For example:

Manufacturer	Percentage discount	Offeror
X	5.25	A
X	5.25	B
X	5.25	C
X	5.25	D

In this example, since the maximum number of ranked percentage discounts has been exceeded, second and third highest percentage discounts are not included.

- When Offerors submit identical second highest percentage discounts. Each of these Offerors will be selected. There is no limit to the number of identical second highest percentage discounts. For example:

Manufacturer	Percentage discount	Offeror
X	5.25	A
X	5.20	B
X	5.20	C
X	5.20	D

In this example, since the maximum number of ranked percentage discounts has been exceeded, third highest percentage discounts are not included

- When Offerors submit identical third (or seventh as applicable) highest percentage discounts. There is no limit to the number of identical third (or seventh as applicable) highest percentage discounts. Each of these Offerors will be selected. For example:

Manufacturer	Percentage discount	Offeror
X	5.25	A
X	5.20	B
X	5.16	C
X	5.16	D

In this example, the maximum number of ranked percentage discounts has been exceeded. The three highest percentage discounts are included and recommended for SO issuance.

Part 5 – Certifications and Additional Information

Offerors must provide the required certifications and additional information to be issued a SO. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a SO, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the SO period, or during the contract period.

The SO Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the SO Authority will render the offer non-responsive, result in the setting aside of the SO or constitute a default under the Contract.

5.1 Mandatory Certifications Required with the Offer

Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicates for the following certifications. One certification per offer is all that is required.

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Additional Certifications Precedent to the Issuance of a SO

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the SO Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Federal Contractors Program for Employment Equity - SO Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a SO, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a SO or during the period of the SO.

5.2.2 Set-Aside for Aboriginal Business (PSAB SO Submissions Only)

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

- The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- The Aboriginal business has fewer than six full-time employees.

OR

- The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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Part 6 - Financial and Insurance Requirements

6.1 Financial Capability

SACC Manual Clauses

<i>Reference</i>	<i>Section</i>	<i>Date</i>
M9033T	Financial Capability	2011-05-16

6.2 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "G", Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the SO. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under any resulting Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of issuance of the SO, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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Part 7 – Standing Offer and Resulting Contract Clauses

A. Standing Offer

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6.6 of the Standing Offer.

General Information

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

No Obligation

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

Exclusionary Clause

The Offeror agrees that it has no claim, action, cause of action or complaint and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

7.1 Offer

7.1.1 The SO holder offers to fulfil the requirement in accordance with the Requirement at Annex “A”.

7.2 Security Requirement

Specific security clauses are not included in this SO document. If Identified Users have an AV SO requirement that necessitates including security clauses, they are not precluded from completing the Security Requirements Check List (SRCL) form and follow the [request for security clauses process](#).

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7.3 Standard Clauses and Conditions

All clauses and conditions identified in the SO and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2009 (2016-04-04) General Conditions - Standing Offers - Goods or Services – Authorized User, apply to and form part of the SO.

7.3.2 Standing Offer Reporting

The SO holder must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the SO. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The SO holder must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the SO holder must still provide an email stating that sales in a particular quarter were zero.

The QSR must be submitted on a quarterly basis to the AV SO authority, no later than 15 calendar days after the end of the reporting period.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

7.3.3 Standing Offer Product Updates

The SO holder must provide PWGSC with accurate and up to date product information as per the SO Product Update process defined in Annex "E", part 6. Manufacturer Product Price List - Product Updates. It is intended that PWGSC will perform a product update approximately every 6 months with the option of performing additional updates at PWGSC's discretion.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making Call-ups against the SO is from _____ to _____.

7.4.2 Extension of Standing Offer

If the SO is authorized for use beyond the initial period, the SO holder offers to extend its offer for two additional one-year periods, under the same conditions and at the rates and discounts specified in the SO.

The SO holder will be advised of the decision to authorize the use of the SO for an extended period by the AV SO authority 30 days before the expiry date of the SO. A revision to the SO will be issued by the AV SO Authority.

7.5 Authorities

If a call-up is issued by:

Federal Identified User:

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The Standing Offer Authority is the Contracting Authority for call-ups made by Federal Identified User and as such is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User is the Contracting Authority and as such is responsible for any contractual issues or any other issues related to individual call-ups made against the Standing Offer.

7.5.1 Standing Offer Authority

The AV SO Authority is:

Brian Moore
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN Division"
7B3, Place du Portage, Phase III
11 Laurier Street
Gatineau, QC
K1A 0S5

Telephone: (819) 420-0338
Facsimile: (819) 953-4944
E-mail address: brian.moore@tpsgc-pwgsc.gc.ca

The AV SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable. Upon the making of a Call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual Call-ups made against the SO.

7.5.2 Project Authority

The Project Authority is identified in the Call-up against the SO.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a Call-up against the SO and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 SO holder's Representative

Name and contact information of the person responsible for:

Day to day Call-ups and client product inquiries:

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

SO holders contact information may change at any time. Contact the SO Authority for the most up to date supplier contact information.

7.5.4 SO holder's Agents (if the SO holder is a Manufacturer)

If applicable, the SO holder confirms that the Authorized Dealers listed in Annex "C" entitled Hourly Service Labour Rates and List of Dealers (if applicable), are authorized to act on its behalf as its authorized dealer for the purposes of performing the Work under Call-ups. The Call-up must be in the SO holder's name, in care of the Reseller acting on behalf of the SO holder. The SO holder will select from Annex "C" the authorized dealer who will receive the order or dealers from whom the client will solicit bids. Please refer to the process at Annex D, section 2.3, How to source a Reseller when the SO holder is a Manufacturer.

Any payment made by Canada to an Authorized Dealer will be made to the Authorized Dealer acting on behalf of the SO holder and will be considered payment to the SO holder itself. This agency relationship (through which the Authorized Dealer performs contractual obligations on behalf of the SO holder) does not amend, diminish or modify any of the responsibilities of the SO holder under the SO or any resulting Call-ups. The SO holder agrees and understands that it is solely responsible for ensuring that all of its Authorized Dealers complete all Call-ups in accordance with their terms and conditions and that, if the Authorized Dealer fails to fulfill all the Call-up obligations, the SO holder must, upon written notification from the AV SO Authority, immediately complete and fulfill those obligations directly at no additional cost to Canada. The SO holder agrees to inform the AV SO Authority in writing of any changes in the list of its Authorized Dealers during the SO Period for a given Category and to remove any Authorized Dealer if requested to do so by the AV SO Authority.

7.6 Authorized Users

7.6.1 Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.I, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

Note; Section 7 of the Financial Administrative Act removes the requirement for the Canadian Revenue Agency from the administrative contracting policies set by the Treasury Board. Consequently, the Canadian Revenue Agency is not obligated to use this mandatory SO and as a result, may choose follow its own internal procurement procedures. If in the event the Canadian Revenue Agency wishes to place a Call-up using a AV SO, the procedures, terms and conditions of the AV SO must be followed.

7.6.2 Provincial/Territorial Identified User

The below is a list of organizations authorized to make call-ups against the Standing Offer:

- TBD

The call-up against a standing offer must be issued by a Provincial/Territorial Identified User identified on the lists mentioned above. It is the responsibility of the Offeror to ensure that the entity making the call-up against the Standing Offer is duly authorized to do so.

7.7 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

For deliveries within Canada's 10 provinces (see Annex "A", section 3.0 Geographic Region Definitions) the Standing Offers' 6 (six) regional rankings are invoked as applicable. For deliveries to the territories of Nunavut, Yukon and Northwest Territories, any one of the regional rankings may be used.

7.8 Websites and Support Documents for Identified Users

The PWGSC Standing Offer Index (SOI) website will support the following documents as well as a link to the AV website for each SO holder:

- View Standing Offer: Provides SO holder specific information including the SO agreement document, amendments generated over the life of the SO and annexes to the SO document that include the list of authorized dealers for manufacturers and hourly services rates.

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- **Related SO Information:** Provides a link directly to the AV website containing sections dedicated to the AV SO Call-up Process, SO Supplier Listings, What's New, Product Category definitions, Frequently Asked Questions as well as access to Manufacturer Product Price Lists.
- **View Tombstone:** Provides quick reference tombstone data

The documents listed above are supplied for each SO holder and are made accessible by searching the SOI search engine through one of the following links:

<http://soi.pwgscc.gc.ca/app/index.cfm?Fuseaction=sim.search&altlang=-e>

<http://soi.pwgscc.gc.ca/app/index.cfm?Fuseaction=sim.search&altlang=-f>

To facilitate a SOI search, only input:

- Your department,
- Your region and,
- SO number: E60HN-17AVSO

Click on the SO name.

This will provide the entire list of SO holders in your region. Scroll down to the SO holder of choice and then from the 3 tabs on the right you can select to view one of the 3 documents listed above.

Acquisition Branch has its own dedicated AV SO website for Identified Users. This very useful website includes links to: Manufacturer price lists, Call-up procedures, answers to common questions, allowable goods and services, prohibited products list and definitions, what's new as well as SO holder contact information

<http://gcintranet.tpsgc-pwgscc.gc.ca/gc/app-proc/parcourir-browse/mtcf-AV/index-eng.html>

<http://gcintranet.tpsgc-pwgscc.gc.ca/gc/app-proc/parcourir-browse/mtcf-AV/index-fra.html>

7.9 Call-up Procedures

AV SO Call-up procedures including sourcing SO holders and products, generating a 942 Call-up document, verifying quoted prices, the purchasing of main devices, accessories, incidentals and services, as well as travel related expenses are covered in detail in Annex "D".

7.9.1 Sourcing SO holders and Products

Identified Users will use the Ranking Summary to source the SO holder that offers the best overall value. SO holder's ranked number 1 should be contacted, to facilitate product selection and to determine the SO price of required AV SO solutions. Detailed guidelines for achieving best overall value when purchasing single items, as well as integrated solutions, are outlined in Annex "D", part 2, How to Use the Ranking Summary Spreadsheet to Source a SO Supplier.

7.10 Environmental Considerations

The GoC commitment to green procurement supports SO holders who:

- Offer packaging that minimizes waste, is recyclable or is reusable;
- Have taken action to minimize transportation;
- Will take action to consolidate orders;
- Can provide inventory numbers for replacement parts when available;
- Participate in extended producer responsibility programs
- Provide all correspondence including (but not limited to) documents, reports and invoices in electronic format, or if correspondence is not provided in electronic format, double-sided printing in black and white is strongly encouraged, whenever possible.

Identified Users are encouraged to consider those SO holders by ranking who demonstrate the highest level of commitment to environmentally positive initiatives.

7.11 Call-up Instrument

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7.11.1 Call-up Instrument for Federal Identified User

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

OR

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number
 - statement that incorporates the terms and conditions of the Standing Offer
 - description and unit price for each line item
 - total value of the call-up
 - point of delivery
 - confirmation that funds are available under section 32 of the Financial Administration Act
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract

7.11.2 Call-up Instrument for Provincial/Territorial Identified User

For call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized or confirmed using the attached form – Call-up document for Provincial/Territorial Identified User.

7.11.3 Transaction Requirements

Maximum total Call-up value (including taxes) for Call-ups issued with a credit card is \$10,000.00.

When using a credit card to issue a Call-up, Identified User(s) must submit the following information in writing to the SO holder prior to confirmation of order:

- a) The SO holders Standing Offer number
- b) The SO holders corresponding quote number;

7.11.4 Numbering of Call-ups paid for by Acquisition Cards

For audit purposes, Identified Users are to number Call-ups paid for by credit cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

7.12 Limitation of Call-ups

7.12.1 Limitation of Call-ups for Federal Identified User

For a single requirement, a Call-up against this SO must not exceed \$400,000.00, including Applicable Taxes and travel related expenses.

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AV SO defined Services with or without AV SO equipment may be purchased up to a maximum value of \$50,000.00 each, including Applicable Taxes as long as the \$400,000.00 single requirement limitation is not exceeded.

For requirements up to \$25,000: Identified Users should make call-ups against the Standing Offer that best meets their immediate needs.

For requirements greater than \$25,000 and up to \$400,000: Identified users must make call-ups against the standing offer that represents best value to Canada.

The total value of a requirement is the sum of all AV products, AV services and final AV travel related expenses, to be purchase through the AV SO, including Applicable Taxes.

Requirements shall not be broken into a number of Call-ups for the purpose of requisitioning pursuant to the SO or for avoiding approval authorities.

Individual requirements exceeding the above amount of \$400,000.00 can be submitted to SO Authority for review and approval. PWGSC may use the SO for requirements exceeding this limit.

For this Limitation of Call-ups section, the definition of "requirement" is defined as a singular, documented, business or project need. Sourced from a single, approved formal document or initiative, it defines all the necessary attributes, the scope and the goals of the project.

7.12.2 Limitation of Call-ups for Provincial/Territorial Identified User

Individual call-ups against a Standing Offer must not exceed each province or territory's financial delegation.

7.13 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The Call-up against the SO, including any annexes:
- b) The articles of the SO;
- c) The general conditions 2009 (2016-04-04), General Conditions - Standing Offers – Goods or Services;
- d) The general conditions 2015A (2016-04-04) - General Conditions - Goods (Medium Complexity) – Authorized User and sections 05, 06, 16, 20 and 28 of 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the requirement
- e) A - Requirement
- d) B - Equipment sub-category Definitions
- f) C - Hourly Service Labour Rates and List of Dealers (if applicable)
- g) D - Instructions and Procedures for Identified Users
- h) E - Instructions and Procedures for Offerors
- i) H - Environmental Performance Considerations
- j) The Offeror's offer (insert date of offer)

7.14 Certifications – Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the SO and subject to verification by Canada during the term of the SO and of any resulting contract that would continue beyond the period of the SO. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the SO.

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7.15 Applicable Laws

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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B. Resulting Contract Clauses

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 7A, Section 7.6 of the Standing Offer.

General Information

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

No Obligation

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

Exclusionary Clause

The Contractor agrees that it has no claim, action, cause of action or complaint and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Contractor recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the SO.

7.1 Requirement

The Contractor must provide the items detailed or perform the Work described in the Call-up against the SO.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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2015A (2016-04-04) General Conditions - Goods (Medium Complexity) - Authorized User and sections 05, 06, 16, 20 and 28 of 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2015A (2016-04-04), General Conditions – Goods (Medium Complexity) – Authorized User attached as Annex “I”, apply to and form part of the Contract and are amended as follows:

The following sections apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement - contract

The following sections are amended as follows:

(a) Section 16 Interest on Overdue Accounts, of General Conditions 2015A (2016-04-04) will not apply to payments made by credit cards.

(b) Article 15 of General conditions 2015A 15 (2015-12-18) Payment Period, does not apply for payments made by credit card.

(c) Section 08, Inspection and Acceptance of the Work

Delete paragraph 1 in its entirety and replace with the following:

1. All the Work is subject to inspection and acceptance by the Authorized Users at destination by the consignee. Inspection and acceptance of the Work by the Authorized Users do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized Users will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery of the Work must be completed in accordance with the Call-up against the SO.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a "firm price" for the main device and accessories as defined by and discounted by Manufacturer/equipment sub-category off MSRP, DDP Incoterms® 2000 for the various delivery destinations within any (1) of the six regions of Canada defined in Section 3.0 of Annex A excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties, excise tax and freight charges to the point(s) of delivery; and firm hourly service rates excluding Applicable Taxes. Additional transportation costs may be submitted for deliveries to Comprehensive Land Claim Agreement destinations.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization from the Identified User(s).

7.4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.4.3 Terms of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) Direct Request by Customer Department
SACC Manual clause M3800C (2006-08-15) Estimates

7.4.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

Visa Acquisition Card;
MasterCard Acquisition Card;

All procedures, terms and conditions of the AV SO must be followed prior to paying with a credit card.

7.5 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
- i) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - ii) details of expenditures (such as item, quantity, unit of issue, unit price, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes);
 - iii) Applicable Taxes must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Invoices must be distributed as follows:

A copy of the summary invoice must be forwarded via email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "G", Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7 SACC Manual Clauses Federal Identified Users

SACC

Reference	Title	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
A9006C	DND only - Defence Contract	2012-07-16

7.7.1 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Project Authority.

7.8 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination(s) specified in the Contract and delivered DDP Delivered Duty Paid (destination) Incoterms 2000 for shipments from commercial contractor.

ANNEX "A"

REQUIREMENT

This Standing Offer is for the supply of Audio Visual equipment (Consumer and Industrial). The Standing Offer will include hardware products and audio visual services as identified in Annex A, Section 1.0 - Allowable Goods, Section 1.1 - Allowable Audio Visual Services as well as Section 2.1.1 - Non-Allowable Goods - Exceptions.

The goods detailed in Section 2.0 - Non-Allowable Goods and Section 2.1 - Non-Allowable Services are prohibited from being purchased under any resulting Standing Offer.

Section 3.0 contains the geographic region definitions applicable to this Standing Offer.

Section 1.0 - Allowable Goods

Goods considered allowable must be Audio Visual Main Device or proprietary accessory equipment, openly designed and marketed for AV specific uses, approved by PWGSC and clearly fall into the Categories and Sub-Categories listed below:

2017 AVSO - 7 Main Equipment Categories and 18 Sub-Categories

7 Main Equipment Categories

18 Sub-Categories

- | | |
|---|--|
| 1) AUDIO Products: | Microphones, Microphones - Wireless
Recorders and Players
Sound Systems and Audio Conferencing equipment
Delegate Mic and Language Interpretation Systems |
| 2) AUDIO/VIDEO
Processing equipment: | Production and Editing
Signal Processing and Switching |
| 3) VIDEO Products: | Camcorders
Professional Video Cameras
Video Camera Accessories
Players and Recorders |
| 4) Display Devices: | Televisions
Displays and Monitors
Video Walls
Interactive Electronic Whiteboards |
| 5) PROJECTORS: | Data and Video Projectors |
| 6) CONTROL Systems: | Control and Automation Systems |
| 7) OTHER Equipment: | Projection Screens
Non-proprietary Racks and Mounts |

Please note that included in Section 2 - Non Allowable Goods, there are exceptions (additional allowable goods).

Proprietary Accessories:

Offerors are permitted to supply Proprietary Accessories of AV manufacturers you are ranked for using the percentage-off discount for accessories (proprietary) as supplied in the Ranking Summary spreadsheet. See Annex "D", 2.4 Procedure for Purchasing Proprietary Accessories (PA's) for procurement details.

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Proprietary Accessory - An item is a proprietary accessory when it is a subordinate or supplementary item intended specifically by its manufacturer to be used together with the same manufacturer's base device. All items indicated as an accessory, must be proprietary (made by the same manufacturer) to a main device product or line of main device products. As an example, camera housings, mounts or lenses sold under the same name as the camera manufacturer are considered Proprietary Accessories. Proprietary licensing or firmware may be included as an accessory line item or included in the cost of the applicable main device products.

Incidental Installation Materials (Incidentals):

Incidental Installation Materials are defined as bulk, consumable hardware products required to complete an installation. Incidentals purchased through this SO are limited to integrated AV solutions. Incidental Installation Materials items are generally of low (per unit) value, are not ranked on the SO or listed on manufacturer price lists and thus do not require PWGSC authorization to purchase as non-listed items.

Incidental Installation Material costs indicated on quotations or invoices must be itemized to the clients and/or PWGSC satisfaction. Breakdown of Incidental Installation Materials that are not itemized to the clients and/or PWGSC satisfaction and approved by PWGSC or the Identified user, prior to invoicing, may generate a non-payment of the invoice. See Annex "D", 2.5 Procedure for Purchasing Incidental Installation Materials (Incidentals) for procurement details.

Item types allowable as Incidental Installation Materials:

- All types of bulk, pre-molded audio/video/control/twisted pair/fiber and power cables, connectors, jacks, couplers and adaptors
- Mounting Hardware and Anchors (nuts, bolts, screws, tie wraps, threaded rod, pipes, flanges, ceiling plates, mud rings and aviation cabling)
- U-channel Mounting Hardware
- Cable Management Hardware (all types of in rack, in room, external wall and underground electrical conduit and fittings, surface raceway, cable trays/boxes)
- Wall/face and cut-out plates and boxes
- Custom Labels (cable, equipment, knob/button);
- Adhesives (electrical and double sided tape, Velcro)
- Power supplies (all types)
- Customized mounts, brackets and plates not exceeding \$250 each
- Shop supplies necessary to carryout preventative maintenance and repair work
- Lift/truck boom rental costs
- PoE network switches from manufacturers not found in the AV SO are allowed to be included as an Incidental Installation Material item as long as:
 - the single unit cost does not exceed \$1000.00 and;
 - the number of ports does not exceed 24 and;;
 - the switch is being used in an AV application.

Authorization to purchase switches exceeding \$1000.00 or more than 24 ports must be requested in writing from the SO Authority.

Items not allowable as Incidentals:

- Services of any kind;
- Main device items of any kind.
- Items considered to be Accessories;
- Items included in the "Non-Allowable Goods" list;

2. - Allowable Audio Visual Services

The only services allowable for Call-up on an Audio Visual SO are the following:

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Preliminary Needs Consultation (site/system review reports, upgrade recommendations, cost estimates, scope of work determination)

Project Management (manage the planning, logistical, personnel, communications, on-site issue resolution and equipment delivery/install scheduling aspects of a project) Limited to call-ups with a total value greater than \$80,000.00

Systems Documentation (CAD drawings, manuals, user guides and related documentation)

Installation Labour Basic (System set-up, configuration, integration into existing AV system/networks and testing)

Installation Labour Premium (for use when more advanced personnel or complex installations are required or in high security situations)

Systems Programming (manufacturer certified systems programming)

Systems Training (on-site end user training for AV SO systems)

Systems Relocation (dismantle, move and reinstall)

Preventive maintenance (As and when needed hourly labour performed on AV integrations to keep the system operating to manufacturer's optimum performance and specifications)

This service category is not intended for:

- Implementing long-term, extended maintenance contracts
- Installing additional hardware components to the system
- The repair or replacement of damaged components
- Maintaining components of an existing system during the manufacturers built-in warranty period or while extended long-term, contractual service agreements are in place

This service category is intended for:

- Scheduled or unscheduled hourly labour for inspection, testing, preventative maintenance and installing software updates to AV integration components to ensure continued operational function of the system when a manufacturers built-in warranty or extended long-term contractual service agreements are not in place
- Performing very minor repairs and adjustments that can be performed at the same time as the AV components are being inspected and/or tested
- Generating and supplying a deficiency list of required repairs

Repairs and Emergency Service Calls (As and when needed hourly labour to troubleshoot, repair or replace integrated AV system components. If emergency service calls for outside regular hours are required, outside regular hours rates may apply)

This service category is not intended to cover:

- The costs of hardware components of any kind
- Shipping costs

This service category is intended for:

- Hourly labour for troubleshooting, fixing of damaged or faulty integrated AV system components needing repair. For AV components needing replacement, this hourly rate service may be used for the cost of uninstalling defective components as well as the installation of replacement components.

General Procedures for Service Calls

- The Technical Authority will provide a clear description and scope of the work required as well as the site location on the Call-up document

- Response time for requested service work must be agreed upon by the Technical Authority and should be identified on the Call-up document
- If repairs or work other than that requested on the Call-up are required, the Contractor must notify the Technical Authority and gain written approval before carrying out any additional work
- The Contractor's Personnel must carry out on-site repairs necessary to rectify and ensure proper operations
- The Contractor will be advised of the personnel authorized to request services. Services undertaken at the request of unauthorized persons will be done at the Contractor's own expense
- The Contractor must have trained personnel and experience repairing AV systems
- The Contractor's Personnel must have the necessary equipment required to safely troubleshoot and provide solutions for equipment failure

3. - Non-Allowable Goods

Any resulting AV SO will not allow for the procurement of the following products:

- All allowable equipment under the guidelines of the Videoconference or CCTV SO's or any other PWGSC SO or Supply Arrangement;
- Kits and bundles of any kind:

Items from various manufacturers bundled and re-branded under the name of the Offeror, or any other company, distributor or manufacturer name; and/or items individually depicted on manufacturer price lists combined to create kits, bundles or groups of items with a new part number; and/or any combination of the above;

- Security and surveillance systems and components;
- Computer-only monitors any size;
- Computers of any kind;
- Notebook, laptop, tablet computers;
- Workstation and Desktop computers;
- Computer Hardware and Software:
 - Boards, Cards and Software; (see below for Boards, Cards and Software exception, section 3.1)
 - Blank Cards and Accessories;
 - Card Programs;
 - Card Readers;
 - AM/FM/Data Receiver Cards;
 - PC or Desktop Video Production and Editing;
 - PC or Desktop Video Signal Management and Processing;
- Fire Wire Hubs;
- USB Hubs;
- Desktop Communications systems and components;
- Desktop Computer Speakers;
- Servers; (see below for Servers exceptions, section 3.1)
- Software; (see below for Software exception)
- Firmware; (see below for Firmware exception)
- Furniture of any kind, in any configuration or used for any application, including but not limited to: (see below for Furniture exception)
 - Workstations and Desks (including sit-stand workstations);
 - Media Storage Furniture Systems;
 - Podiums and Lecterns (see below for Podiums and Lecterns exception);
- KVM Devices;

All KVM devices and related KVM devices including desktop (PC) KVM Extenders and switches, KVM remote access devices, KVM server management devices (see below for KVM exception);

- Network/IP Camera systems and components;
- Pan Tilt Zoom cameras; (see below for PTZ exception)
- Recording Media; (see below for Recording Media exception)
- Customized products:

Including but not limited to, consoles, furniture related products, protective travel cases (see below for protective travel cases exception).

- Streaming Media and Web casting components and systems;
- Interpretation Booths; (see below for Interpretation Booths exception)
- Easels, copy boards and flip charts;
- Non-electronic white boards or marker boards;
- Web-based Conferencing Systems;
- Motion Picture Projectors;
- Audience or Classroom Response Systems; (see below for Audience or Classroom Response Systems exception);
- Dedicated audio or video public address, paging, messaging systems;
- In-car/mobile or body worn video systems and components;
- Imaging Cameras (computer, medical and industrial);
- Photographic Equipment including still cameras and accessories;
- Handheld, portable or personal use devices including digital recorders;
- Service or maintenance agreements of any kind;
- Permanent or portable intercom systems and components;
- Radio dispatch and associated mobile communications systems and components;

3.1 - Non-Allowable Goods – Exceptions

"Single use" item defined as a product designed and marketed for audio visual applications.

KVM devices are prohibited except for the following:

- Allowable KVM devices must be hardware-based, audio and/or video endpoint KVM extenders or switches. Procurement of allowable KVM devices must be primarily for Audio and/or Video endpoint connectivity and not for PC-based data network applications.
- The maximum quantity of KVM devices per requirement is limited to twenty (20). For AV requirements needing a quantity of KVM devices greater than twenty (20), contact the AV Standing Offer authority for authorization to exceed the limit.

Pan Tilt Zoom (PTZ) cameras are prohibited except for the following:

- Allowable Pan Tilt Zoom (PTZ) must be single use, broadcast quality (must contain one or more of the following signals: 1080/59.94i, 720/59.94i, 480/59.94i, 1080/59.94p, 720/59.94p, 480/59.94p RS232/RS485/IP control, Tally, HDSDI, HDMI, component, composite) proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Servers are prohibited except for the following:

- Allowable server manufacturers offered for the AV SO must clearly indicate on their own web site, that their servers support video applications including, but not limited to video storage, video management, multimedia, audiovisual, video files as well as both broadcast and post production. The video system appliance will serve as the server manufacturer's platform for its own proprietary video management software;
- Servers purchased via the AV SO must be for audio visual projects only. AV SO holders quoting or selling servers without video management software or for uses other than audio visual projects will have their AV SO set aside for the duration of the SO.

Firmware is prohibited except for the following:

- Allowable firmware must be a single use, proprietary accessory to components of manufacturers with other AV SO equipment lines that clearly and logically fall into AV RFSO Equipment Sub-categories;

Software is prohibited except for the following:

- Allowable software must be a single use, proprietary accessory to components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Recording Media are prohibited except for the following:

- Allowable recording media must be a single use, proprietary accessory to components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Podiums or lecterns are prohibited except for the following:

- Allowable podiums or lecterns must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories. Allowable podiums and lecterns are prohibited from having as part of the component any audio visual or

electronic devices either built-in or added to the podium or lectern prior to delivery to client. Only once delivered to client, may modifications to the podium or lectern occur.

Network switching equipment is prohibited except for the following:

- Allowable Network switching equipment must be a single use, proprietary accessory to components of manufacturers with other AV SO equipment lines that clearly and logically fall into AV RFSO Equipment Sub-categories;

Protective travel cases are prohibited except for the following:

- Allowable protective travel cases must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Interpretation booths are prohibited except for the following:

- Allowable interpretation booths must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Audience or Classroom Response Systems are prohibited except for the following:

- Allowable Audience or Classroom Response Systems must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Furniture of any kind are prohibited except for the following:

- Allowable furniture must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories and are limited to AV specific credenzas, consoles, kiosks, boardroom tables purpose built to include cable/power hardware and/or AV equipment racking systems.

4. - Non-Allowable Services

The AV SO does not cover the rental of Audio Visual equipment.

System Design, Shipping costs, extended maintenance or any other service outside of those listed in Section 1.1 Allowable Services are strictly prohibited from being indicated on an Audio Visual Equipment SO Call-up.

The services are limited to the AV service defined in Annex "A" and are not to be utilized for any other commodity type or service.

5. - Geographic Region Definitions

Region	Definition
Pacific	The entire province of British Columbia.
Western	The entire provinces of Alberta, Manitoba and Saskatchewan.
Ontario	The province of Ontario with the exception of the National Capital Region.
National Capital	Bounded on the west by a north-south line running from, and including the cities of Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas).
Quebec	The entire province of Quebec, excluding the National Capital Region.
Atlantic	The entire province of Nova Scotia;
	The entire province of New Brunswick and Prince Edward Island;
	The entire province of Newfoundland including Labrador.

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Annex "B" - Equipment Sub-category Definitions

2017 AVSO - 7 Main Equipment Categories and 18 Sub-Categories

1) Audio Products

Microphones & Microphones - Wireless:

Microphones and wireless microphones including but not limited to boundary, PZM, handheld, head worn, lavalier, shotgun and wireless microphones systems.

Recorders and Players:

Analog or digital sound recording and playback devices including but not limited to audio tape, CD, Digital Audio. Portable, handheld digital recorders are prohibited.

Sound Systems and Audio Conferencing equipment:

Integrated sound reinforcement systems (dedicated microphone, processor, amplifier, loudspeaker systems), audio conferencing systems and components (dedicated bridges, interfaces, amplifiers, processors, mixers, microphones) as well as standalone speakers/systems.

Delegate Mic and Language Interpretation Systems:

Integrated simultaneous interpretation (SI) sound systems (dedicated delegate microphones, amplifiers, control consoles, interpreter equipment, sound insulating interpreters booth, as well as (SI) transmitters, receivers and headphones/headsets). Non-proprietary booths or road cases are prohibited.

2) Audio/Video Processing Equipment

Production and Editing:

Audio and/or video production and editing hardware devices (integrated production systems and modular linear and non-linear editing mixers and production mixing, master control, effects, graphics, time code equipment/systems).

Signal Processing and Switching:

Audio and/or video signal processing and switching hardware devices including but not limited to master control systems, processors, compressors and limiters, encoders and encoders, amplifiers and distribution amplifiers, equalizers, extenders, matrix switches, video scalars and scan converters.

3) Video Products:

Camcorders:

Video cameras and camcorders (out-of-studio, handheld video camera recorder; typically for consumer or prosumer video recording).

Professional Video Cameras:

Professional grade video cameras and camcorders (broadcast, HDTV, ENG and studio cameras).

Video Camera Accessories:

Video cameras and camcorder accessories (on-board lighting, on-board viewfinders, lenses and camera supports, camera batteries and chargers). Non-proprietary to Camcorder and Professional Video Camera Manufacturers)

Players and Recorders:

Analog or digital video recording and playback devices. Digital video recorders include DVD and Blu-Ray recorders, as well as hard drive recorders. Hard drive recorders, video servers and media players, including those designed for digital signage applications must be purpose-built video appliances designed and dedicated to only function for one purpose - to receive and/or record and store and/or disseminate both computer generated and direct video signals, with or without audio.

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4) Display Devices:

Televisions:

Display device that combines a tuner, display, and speakers for the primary purpose of viewing televised broadcasts.

Displays and Monitors:

Non-TV tuner imbedded display devices used for commercial, broadcast, medical or 24/7 applications including digital signage (any size) as well as stand-alone touch screen displays. Touch screen displays supplied as a proprietary interface device for control and automation Manufacturer systems are applicable to the Control and Automation equipment sub-category. Monitors whose primary design and functionality is for computer/workstation-use are prohibited.

Video Walls:

Large format, multi-image video walls and video wall components.

Interactive Electronic Whiteboards:

Large format interactive displays including but not limited to IR Touch, resistive touch, electromagnetic pen-based technologies. Non-electronic white boards, projection boards, marker boards are prohibited.

5) Projectors:

Data and Video Projectors:

Digital video projectors including but not limited to ultra-portable, portable, fixed installation, large venue, short throw, home theatre, high and ultra-high resolution, simulation/training and 3D stereoscopic projectors. Document cameras are also applicable to this equipment sub-category.

6) Control Systems:

Control and Automation Systems:

Customized, programmable control systems and modular hardware for automating a wide variety of audio and video technologies within classroom, meeting room, training room, command centre solutions. Touch panels and software proprietary to control systems Manufacturers are included in this equipment sub-category.

7) Other Equipment:

Projection Screens:

Projection surfaces including but not limited to rigid (fixed), electric, manual, portable and portable truss framed, rear projection screens.

The following "Non-proprietary" equipment sub-category is intended for Manufacturers whose primary line of products are AV racking systems or AV mounting systems. AV Manufacturer's who's main product lines are from main equipment categories 1 to 6 and who supply rack or mount products as Proprietary Accessories are prohibited from indicating that they supply products from the following equipment sub-category on their Manufacturer authorization letters.

Non-proprietary Racks and Mounts:

Hardware racking enclosure systems for mounting multiple audio visual equipment devices typically in the standard 19" rack format. A mounting interface or system for securely supporting AV devices such as cameras, projectors, speakers, displays or TV's. Non-proprietary AV carts, podiums are applicable to this equipment sub-category.

Identified Users sourcing products and/or suppliers from to the Non-proprietary Racks and Mounts equipment sub-category are limited to requirements that include audio visual or a mix of audio visual, video conferencing and/or CCTV products applicable to the AV SO. It is prohibited to use this Standing Offer to purchase racking or

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mount components for requirements limited to devices applicable to any other commodity other than those defined by the AV SO.

Annex "C" - Hourly Service Labour Rates and List of Dealers (if applicable)

Offeror Business Name: _____

When the Offeror is a manufacturer with dealers:

Duplicate from here down for multiple dealers.

Reseller Business Name (if applicable): _____

Hourly Professional Services Labour Rate per Region

	Atlantic	Quebec	NCR	Ontario	West	Pacific
Preliminary Needs Consultation						
Project Management						
Systems CAD Drawings						
Installation Labour Basic						
Installation Labour Premium						
Systems Programming						
Systems Training						
Systems Relocation						
Preventive Maintenance						
Repairs and Emergency Service Calls						

Annex "D" - Instructions and Procedures for Identified Users

1. Guidelines for Using SO Supplier Rankings

Background

- The AV SO is organized into 6 separate geographic regions.
- There are 7 AV SO equipment categories with 18 equipment sub-categories.
- SO holders have offered discount percentages for each equipment sub-category applicable to the manufacturers they represent.
- SO holders are ranked by the discount percentage, with rank # 1 being the highest discount, # 2 being the next highest discount etc.
- The Ranking Summary spreadsheet is the best tool to quickly depict which SO holder, for a particular manufacturer and/or equipment sub-category is ranked with the greatest discount in the region to which your product(s) will be delivered.
- A unique Ranking Summary spreadsheet will be created each of the PSAB and non-PSAB AV SO's.

This SO is not designed as a catalogue of products to shop from. It is strongly recommended that for most requirements Identified Users first use the Ranking Summary spreadsheet to find the appropriate SO Supplier to assist with finalizing product selection and total cost. Manufacturer price lists should be used later, to verify quoted products.

Identified Users are permitted to issue one Call-up for a solution of SO equipment, to just one SO Supplier even if the SO Supplier is not ranked # 1 for all products. As long as the SO Supplier is ranked, any rank, for all the main device products and the best overall value has been achieved, then a Call-up can be issued. If, in the pursuit of procurement due diligence, it makes sense to gather additional quotes, Identified Users are requested to maintain on file, quotes from all other SO holders and a note regarding the selection process.

Identified Users are prohibited from buying AV SO equipment from SO suppliers not ranked number 1 when the requirement is limited to just one item (or multiple items from only one Manufacturer/equipment sub-category),

SO Supplier rankings are the result of an openly tendered competition. For this reason:

- Identified Users are prohibited from requesting an additional discount from SO holders for equipment ranked # 2 or # 3.
- SO holders are prohibited from offering additional discounts for equipment ranked # 2 or # 3.
- SO holders are prohibited from offering an additional total quote or total requirement discount
- Discounts greater than those posted on the Ranking Summary are limited to equipment ranked # 1.

The delivery destination of the requirement establishes the region and the resulting Ranking Summary results that must be used to source a SO Supplier. For deliveries within Canada's 10 provinces (see Annex "A", section 3.0 Geographic Region Definitions) the Standing Offers' 6 (six) regional rankings are invoked as applicable. For deliveries to the Northwest, Nunavut or Yukon Territories, any of the regional Ranking Summary results may be used to source a SO Supplier.

For direction on how to use the Ranking Summary for complex solutions or requirements that include products from multiple SO's, contact the AV SO authority.

2. How to Use the Ranking Summary Spreadsheet to Source a SO Supplier

Identified Users will use the Ranking Summary (available via e-mail from the AV SO authority) to source the SO Supplier that offers the best overall value.

The goal for all requirements, regardless of complexity, should be to demonstrate that best overall value has been achieved. Best overall value is not defined as the lowest price.

Best Overall Value: The combination of price, technical merit, and quality, as defined by the Identified User before the AV SO is used to issue a Call-up. The procedures and guidelines for single item requirements are different from those for an integrated solution of products.

2.1 Guidelines for Single Item Requirements

When the requirement is for 1 item (or a quantity of items from only one Manufacturer/equipment sub-category), Identified Users must purchase that (those) item(s) from the # 1 ranked SO Supplier.

A

When the manufacturer of the product(s) that fulfills the requirement is known:

Scenario 1 (without services):

When AV products are required without the need for services and the manufacturer of the equipment is known, the Ranking Summary spreadsheet can quickly determine which Supplier is ranked # 1. Since the technical merit and quality of the products have been predetermined and no services are needed, price is the only evaluation criteria. Finding the # 1 ranked Supplier will justify this best overall criterion.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Manufacturer Name, then by;
3. Equipment Sub-category, then by;
4. Rank # 1.

Scenario 2 (with services):

When AV products and services like installation labour are needed and the manufacturer of the equipment is known, the Ranking Summary spreadsheet can quickly provide a list of all the ranked Suppliers for a particular manufacturer. Since the technical merit and quality of the products have been predetermined and services are needed, the lowest combined cost of product and services is the only evaluation criteria. Evaluating quotes from each of the ranked Suppliers to identify the lowest overall cost Supplier will justify this best overall criterion.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Manufacturer Name, then by;
3. Equipment Sub-category (to see all ranks).

B

When the type of product is known, and equivalent products may exist

Scenario 1 (without services):

When a specific type of AV product is required without the need for services, the Ranking Summary spreadsheet can be quickly filtered to show all the # 1 ranked Suppliers, for the manufacturers who make that type of product. Since only the type and capabilities of the product have been predetermined, technical merit and/or quality are the predominant evaluation criteria. Evaluating the technical capabilities of products quoted against your needs is the first step and will justify the predominant criterion. A combined price/capability factor may also be used to determine which quoted product achieves best overall value.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Equipment Sub-category, then by;
3. Rank # 1.

Scenario 2 (with services):

When a specific type of AV product is required with the need for services, the Ranking Summary spreadsheet can be quickly filtered to show all the # 1 ranked Suppliers, for the manufacturers who make that type of product. Since the only the type and capabilities of the product have been predetermined, technical merit and/or quality as well as the lowest total cost of the services are the predominant evaluation criteria. Evaluating the technical capabilities of products quoted from the # 1 ranked Suppliers from each of the manufacturers will justify the first technical criterion and determine from which manufacture the product will be sourced. The Ranking Summary also depicts each of the ranked Suppliers from the selected manufacturer. Quotes for both the products and the services should be gathered from each of the selected manufacturers Suppliers. The Supplier providing the lowest combined cost of product and services justifies the best overall criteria.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Equipment Sub-category, then by;
3. Rank # 1, then by;
4. Manufacturer Name (the winning manufacturer), then by;
5. Rank to (select all).

When the AV SO holder is a manufacturer, using the Ranking Summary spreadsheet is also the key to finding a specific manufacturer to fulfill your AV requirements. The AV manufacturer may either provide product and services pricing directly, or supply the contact information for the authorized reseller(s) best suited to fulfill the requirement, if applicable.

2.2 Guidelines for a Solution of Integrated Products Requirement

A solution of integrated products consists of multiple AV main device products from more than one SO equipment sub-category or from more than one manufacturer, for a single requirement.

The scenarios below suggest the most efficient ways to use the Ranking Summary spreadsheet to source the best overall SO Supplier under different circumstances. These scenarios are examples only, they are not mandatory SO procedures.

When the requirement is for a solution of integrated products and the manufacturer is unknown:

1. Identified Users should use the Ranking Summary to source multiple Suppliers to quote integrated product solutions that fulfill their technical requirement.
2. Each of these technically compliant solutions are then evaluated for greatest overall value, as defined by the Identified User.

Identified Users will need a basic understanding of what AV products they require before they can use the Ranking Summary efficiently. There are two options to accurately document the products needed to meet a particular audio visual requirement.

First option is to utilize a service category in the AV SO called Preliminary Needs Consultation to source a Supplier for product determination assistance. This Supplier can then be used to ascertain the scope and mix of AV products needed to fulfil your requirement. With this product information, Identified Users can then build their own formal Statement of Work (SOW) by utilizing the generic SOW template provided in part 6 of this annex.

Second option is to issue a separate services contract to an audio visual engineering consultant, requesting a generic specification be written on your behalf to meet your needs.

With an understanding of the types of AV products needed, but manufacturer preferences are unknown, the Identified User should ascertain which of the 18 AV SO equipment sub-categories include the items that are the most costly and/or most technically important to the overall solution. By filtering the Ranking Summary spreadsheet to the most significant equipment sub-category, a list of all the # 1 ranked Suppliers for each manufacturer who supply the solutions' most important products is depicted. Using this list of Suppliers, in a single batch e-mail describing the requirement, request a quote for the complete integrated solution. In some cases, an onsite visit may be required.

The quotes received will include products from the most important equipment sub-category as well as all the secondary AV products needed for a complete solution and applicable services. The Identified user then evaluates the quotes and selects the preferred quote based on their own set of technical and best value criteria.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. The Equipment Sub-category of the product type considered most significant, then by;
3. Rank # 1.
 - a. Establish technical and best value criteria;
 - b. Request quotes from the list of # 1 ranked Suppliers;
 - c. Evaluate the quotes based on technical and value criteria;
 - d. Issue the SO Call-up to the Supplier who fulfills the requirement with the greatest overall value.

When the requirement is for a solution of integrated products and manufacturer is known:

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Manufacturer Name, then;
 - a. Request quotes from all ranked Suppliers for that manufacturer;
 - b. Evaluate the quotes based on technical and value criteria;
 - c. Issue the SO Call-up to the Supplier who fulfills the requirement with the greatest overall value.

2.3 How to source a Reseller when the SO holder is a Manufacturer

When a manufacturer holds a SO, they identify a list of SO authorized dealers by region to act on their behalf. The list is found in Annex C of the SO holders SO document.

See Part 7 – Standing Offer and Resulting Contract Clauses, A. Standing Offer, section 7.7 Websites and Support Documents for Identified Users for the links to the SO document and Annex C.

Pricing for the manufacturer's products as well as the SO discount percentage are established by the manufacturer and are identical across each of its SO dealers.

Identified Users may approach any of the SO dealers to finalize product selection and to confirm pricing. For requirements that include SO services, more than one SO reseller should be requested to provide a quote to find the best overall SO Supplier.

Procedure for issuing a Call-up when the SO holder is a Manufacturer:

Using a SO allowable document, see Part 7, section 10, include the following:

- The SO holders' (manufacturers) business name;
- The SO holders' (manufacturers) SO number;
- The dealers' business name depicted as a "care of";
- Reference to the dealers' quote.

The dealers' name must be included as a "care of" to facilitate receiving the invoice from and the subsequent payment to the reseller. The manufacturer is not the intended payee. The Call-up is issued directly to the reseller. It is not mandatory to provide a copy of the Call-up to the manufacturer. The additional information in this procedure must also be used for credit card orders.

2.4 Procedure for Purchasing Proprietary Accessories (PA's)

PA's can be purchased with either the main device they are an accessory to or on their own Call-up document without a main device. Since PA's are not applicable to a specific SO equipment sub-category or rank, they may be purchased by SO holders of any rank or purchased from suppliers outside the SO using other procurement methods.

To purchase PA's through an AV SO Call-up, the following conditions and procedures must apply:

- The PA must meet the definition of a PA as provided in Annex "A";
- The price of the PA is AV SO accurate. Refer to Annex "D", part 2. Verifying Quoted Items and Prices. The PA's must be made by a manufacturer the AV SO Supplier is ranked for.

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Verifying the price of a PA follows the same process as main devices but uses the Proprietary Accessory discount percentage indicated in the Ranking Summary spreadsheet. SO Suppliers at any time may offer a lower than posted discount percentage for PA's.

Refer to Annex "A" for the AV SO definition of Proprietary Accessories.

2.5 Procedure for Purchasing Incidental Installation Materials (Incidentals)

Incidentals can be purchased with or without main devices and/or Proprietary Accessories and/or professional services.

To purchase Incidentals through an AV SO Call-up, the following conditions and procedures must apply:

- Incidentals quoted (regardless of cost) must meet the definition of an Incidental as provided in Annex "A".

Due to the variable nature and low dollar value of Incidentals, pricing for Incidental items are usually bundled on quotes. Suppliers will itemize Incidental charges on quotations or invoices to the Identified Users' satisfaction.

Refer to Annex "A" for the AV SO definition of Incidental Installation Materials.

2.6 Procedure for Purchasing Audio Visual Services (Services)

The intent of the AV SO is to allow for the procurement of Services for AV requirements only.

Services can be purchased either on their own Call-up document or on a Call-up along with main devices and/or Proprietary Accessories and/or Incidental Installation Materials.

Services supplied through the AV SO are limited to the following categories:

- Preliminary Needs Consultation
- Project Management (limited to call-ups with a total value greater than \$80,000.00)
- Systems CAD Drawings
- Installation Labour Basic
- Installation Labour Premium
- Systems Programming
- Systems Training
- Systems Relocation
- Preventative Maintenance
- Repairs and Emergency Service Calls

Refer to Annex "A" for AV SO Service category definitions.

To purchase Services through an AV SO Call-up, the following conditions must apply:

- The Service must meet the definition of a Service as provided in Annex "A"
- The Service must be for requirements utilizing AV products defined as Allowable Goods in Annex "A"

Where an estimate of the cost of performing specific Work is required:

- The Identified user will provide the Supplier with a statement of the Work required,
- The Supplier must provide the Identified User with an estimate of the cost of performing the specified Work in accordance with the pricing identified in the SO,
- The Supplier must not undertake any of the specified Work until a Call-up is issued by the Identified User,
- The estimated ceiling price stated in the Call-up must not be exceeded without the specific written authorization of the Identified User.

Identified Users may request authorization to exceed the maximum values of the services by submitting a request to the AV SO authority for review for approval. See Part 7A, section 11 - Limitation of Call-ups for maximum service level values.

No work can be performed before the receipt of a signed Call-up.

No Service charges may be incurred or invoiced without Identified Users prior written approval. Identified Users are not liable to pay for any Services for which they have not requested in writing and provided a quote.

The Summary of Services Rates (SSR) spreadsheet provides Identified Users with a tool to compare and confirm (against quoted labour rates and service categories) the AV SO hourly rates of Suppliers. See Annex "D", 4. d, for more information about using the SSR spreadsheet.

The hourly rates for AV Services indicated in the SSR are firm prices and as such, Identified Users are encouraged to compare the posted rates of the Suppliers. For a single requirement, Identified Users are not bound to purchase AV Services from the Supplier who supplied the AV SO equipment and may issue a Call-up for AV Services without including equipment on the Call-up document.

It is not mandatory to use the AV SO for buying AV Services, Incidental Installation Materials or Travel Related Expenses. However, if Identified Users choose to use the AV SO, all terms and conditions of the AV SO must be enforced. If Identified Users choose not to use the AV SO to purchase any of the above items they must then follow their own departmental procurement procedures. If the value of the services, Incidental Installation Materials or Travel Related Expenses exceeds their delegated departmental spending limits or internal directives, a fully funded 9200 requisition should be forwarded to PWGSC Central Allocations for processing.

2.7 Travel Related Expenses

Overview

To include Travel Related Expenses through an AV SO Call-up, the following conditions and procedures must apply:

- All travel related expenses incurred must be included in the overall cost of the requirement which must not exceed the SO Call-up limit
- There is no maximum value for Travel Related Expenses but the types of travel and living expenses must be confirmed in writing as needed by the client department and included on the same AV SO Call-up document as the main devices and/or other services being purchased
- These expenses must be reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and the Accommodation and Car Rental Directory for lodging and vehicle expenses.

Procedures

1. Upon being approached to quote a AV SO equipment and/or services solution, the supplier and the client department must agree in writing to the need for, the scope and types of travel related expenses required
2. If travel and/or a vehicle is needed, the client must gather ceiling rates from the Accommodations and Car Rental Directory and provide the rates to the supplier
3. The supplier will prepay or preserve the required accommodations and/or vehicle rental
4. The supplier will source meal and incidental allowances from the NJC-TD based on the particulars of the requirement
5. The supplier will include onto the main requirement quote, as applicable, the accommodation and vehicle costs, and meal and incidental allowances for the agreed to duration

Resource Links

Two website tools are used to source travel related expense data.

The National Joint Council – "Travel Directive" (NJCTD) is an administrative tool built for government travel but is also be used by suppliers fulfilling SO requirements. The NJCTD provides;

- Definitions for different the types of allowable expenses as well as methods for documenting expenses, both in the quoting stage and when incurring expenses
- Monetary (ceiling) allowances for meal and incidental per diems
- Kilometric rates when utilizing privately own vehicles

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- Definitions and procedures (not actual rates) for booking accommodations and travel

PWGSC's Accommodation and Car Rental Directory provides ceiling rates for accommodations and car rental expenses.

Limitations

SO travel related expenses are limited to:

- Transportation (air, rail and automobile and/or truck rentals)
- Meals and incidental expenses
- Accommodations

At the discretion and agreement between both the SO Authority and the client department, other travel related expenses may be approved prior to the expenses are incurred.

Types of Travel Expenses and Links to Reference Documents

Transportation

The [National Joint Council – "Travel Directive"](#) website is structured with modules for different travel situations. Each travel situation lists its applicable travel expense types and describes the level or class allowable. For example, the seat class for flights or the size of rental car allowable. To find the definition/limitations for a specific mode of transportation refer to the following:

[3.1 Module 1 - Travel within headquarters area, 3.1.11 Transportation](#)

[3.2 Module 2 - Travel outside headquarters area, no overnight stay, 3.2.11 Transportation](#)

[3.3 Module 3 - Travel in Canada and continental USA with overnight stay, 3.3.11 Transportation](#)

Most expenses applicable to the SO requirements are found in these 3 modules:

Module I (travel close to supplier that does not require overnight accommodations)

Module II (travel far from supplier that does not require overnight accommodations)

Module III (travel in Canada needing overnight accommodations)

Suppliers will reserve well in advance and/or prepay for their own air, rail or vehicular transportation according to the NJCTD guidelines. These client department preapproved mode of transportation expenses must be included in the main requirement quote.

Meals

For example to find the definition/limitations for meals select one of the following:

[3.1 Module 1 – Travel within headquarters area, 3.1.9 Meals](#)

[3.2 Module 2 – Travel outside headquarters area, no overnight stay, 3.2.9 Meals](#)

[3.3 Module 3 – Travel in Canada and continental USA - overnight stay, 3.3.9 Meals](#)

Allowances for Meals

Within the Rates tab at the top of the Travel Directive main page select [Appendix C, Meal Allowances, Canada and USA to locate monetary meal allowances by meal period](#). Suppliers will quote meal expense allowances from the Travel Directive and will be reimbursed along with the other products and services supplied.

Accommodations and Rental Vehicles

The accommodation and Car Rental Directory offers information and ceiling rates on approved accommodations in Canada and other countries. It allows government travelers to search the directories using various parameters. The car rental directory provides an alphabetical index of city listings in Canada. In each city listing, car rental firms and their rates are shown in ascending order by price per vehicle category.

The Accommodation and Car Rental Directory is a government intranet site that can only be accessed by federal government employees. Once the supplier and client department agree on the need for accommodation and/or car rental, the client department must access the directory to source the ceiling rates allowable for the applicable location and time of year. The supplier will be provided with these rates in a timely manner so as to guide their

accommodation and/or car rental booking. Suppliers can if they choose, select accommodations and/or rental vehicles that exceed the ceiling rates but the supplier will only be reimbursed up to the ceiling rate.

Miscellaneous Information

Car rental, fuel and parking requirements and related reimbursements must be discussed between the supplier and the client department prior to the trip being taken and authorization granted accordingly. Should there be parking fees at the self-contained accommodation and should the use of a rental vehicle be authorized, related expenses incurred are to be reimbursed for the duration of the travel status.

Hotels may include various types of breakfast as part of the room rate. When booking accommodations, suppliers should verify the hotel breakfast offerings and determine whether or not it meets their needs. If not, other hotels options should be explored or their individual needs discussed with client department for approval of a reimbursement based on receipts, up to meal allowance amount.

Some client departments may require proof of flight costs incurred. For this reason is it advisable for suppliers to retain their used boarding passes.

2.8 Procedure for purchasing non-listed AV SO products

Identified Users only (not suppliers) may request from the SO Authority, a written authorization to purchase items not found in an AV SO manufacturer price list.

The email to the SO Authority, must include the following:

- The statement "Request for authorization to purchase a non-listed AV item".
- A SO holders quote containing the following details:
 - The non-listed items highlighted or clearly referenced;
 - MSRP of the non-listed item;
 - The suppliers applicable SO discount percentage;
 - Final SO price after discount.

To be granted an authorization to purchase using the SO, non-listed items must:

- Not be in any AV SO product catalogues;
- Clearly be deemed allowable as per Annex "A" – Allowable Goods;
- Be from a manufacturer currently included in the AV SO;

Authorizations are one-time only use and a copy of the authorization must be maintained permanently in the file of the requirement.

2.8.1 Procedure for purchasing AV Products from Manufacturers not included in the AV SO

Identified Users will receive a quote from an AV SO or non-AV SO supplier and forward the quote to the SO Authority and request authorization to bypass the AV SO. The AV product must be from a manufacturer not included in the AV SO. The authorization permits the Identified User to then follow their own departmental procurement procedures for buying goods, it does not allow the product to be purchased using an AV SO Call-up.

Manufacturers not currently included in the AV SO cannot be added during the term of the AV SO. SO holders are allowed to quote and supply products from AV product manufacturers not included in the AV SO but it must be made clear to Identified Users that purchasing these products must be done by a procurement method other than the a Call-up to the SO.

2.9 Procedure for requirements with delivery destinations in Canada's northern Territories

Requirements with delivery destinations to the Northwest, Nunavut or Yukon Territories are permitted to source a SO supplier using any of the AV SO 6 regional rankings. Due to higher professional service and delivery costs for northern territory requirements, Identified Users are permitted to obtain quotes from multiple SO holders to

achieve the best overall value. For northern territory requirements only, Identified Users are permitted to fulfill single item requirements from SO holders not ranked number 1 as long as best overall value has been achieved, justified with multiple quotes and recorded on file.

3. Guidelines for Verifying Quoted Items and Prices

By utilizing 4 simple documents, Identified Users will be able to verify that the products, services and prices quoted to them are SO accurate and can be sourced through the SO Suppliers SO:

- a. Ranking Summary spreadsheet
- b. Manufacturer Product Price Lists
- c. Quotes generated by SO Suppliers
- d. Summary of Services Rates (SSR)

a. Ranking Summary Spreadsheet:

- Available directly from the AV SO authority. *Note: copies of this spreadsheet may be made available on the AV SO website over the term of this SO,
- Provides each SO holders ranking by region, manufacturer and equipment category,
- Provides the main device and (unranked) Proprietary Accessory discount percentages.

b. Manufacturer Product Price Lists

Are intended for verifying:

- products quoted to Identified Users are AV SO allowable,
- equipment sub-categories of products quoted are applicable to the Suppliers SO rankings,
- the product prices quoted have been discounted accurately

Accessed through the PWGSC Publiservice website: <http://publiservice.gc.ca/services/icpsss-spicsn/index-e.html>, this collection of product lists will be organized alphabetically, by manufacturer. The prices indicated will be manufacturer's suggested retail pricing (MSRP) in CDN currency.

Identified Users should not be using the Manufacturer Product Price Lists for product selection purposes as product descriptions are not provided. Price lists are used mostly for verifying SO Supplier quotes. SO holders are the product experts and have access to the most up to date product offerings. Use the Ranking Summary spreadsheet to find the most applicable SO Supplier then use that supplier for specific product selection.

c. Quotes Generated by SO holders

For each product quoted, SO holders' quotes are required to include:

- the SO holders rank;
- the product MSRP;
- the SO holders discount percentage applicable to the equipment category.

By comparing the quote against the Ranking Summary spreadsheet, Identified Users will be able to verify that the product data (manufacturers, equipment sub-categories, rankings and discount percentages) quoted to them is applicable to the SO holders SO.

SO holders are required to indicate on their quotes the following 7 items:

1. SO number:
 - Multiple SO numbers must be indicated if products from other SO's held directly by the SO Supplier are included on the same quote;
2. Region:

- Or full delivery address to establish the region for a requirement;
3. Manufacturer:
 - Must be specified per item;
 4. Model number:
 - Must be specified per item;
 5. Rank:
 - May be specified per item or supplied as part of a summary statement listing each manufacturer equipment category;
 6. Discount Percentage:
 - May be specified per item (having its own column or as part of the [MSRP x discount % = SO price calculation] or supplied as part of a summary statement listing each Manufacturer equipment category;
 7. MSRP:
 - Must be specified per item having its own column or as part of the [MSRP x discount % = SO price calculation]

Quotes supplied without the 7 mandatory items above should be immediately returned to the SO Supplier, amended and reissued back to the Identified user.

d. **Summary of Services Rates (SSR)**

Available directly from the AV SO authority, the SSR spreadsheet indicates each AV SO holder's hourly rate by service type and region. The hourly rates are not ranked but SSR spreadsheet makes it easy for Identified Users to quickly compare SO holders.

3.1 **Procedure for Verifying Quotes**

It is the Identified Users responsibility to ensure the prices for products and services quoted are in accordance with the SO. Only when the quote is validated should the Call-up document be generated.

Step 1 – Using the Ranking Summary spreadsheet filtered to the SO supplier, in the applicable region:

- Verify the SO Supplier is ranked for the manufacturers and equipment sub-categories of all products quoted;
- Confirm the discount percentages on the quote match each of the Manufacturer/equipment sub-category discount percentages on the Ranking Summary.

Step 2 - Using the Manufacturer Product Price Lists on our website:

- Locate and confirm that the model numbers and the MSRP prices on the quote match (main device items only).

Step 3 - (If applicable) using the Summary of Services Rates spreadsheet:

- Confirm, the quoted hourly labour rates and service categories match the hourly labour rates and service categories on the Summary of Services Rates spreadsheet.

If quoted data is found to be missing or inconsistent with the data found in the Ranking Summary, the Manufacturer Product Price Lists or the Summary of Services Rates, return the quote to the SO Supplier and request clarification.

3.2 **Guidelines for Ensuring Quoted Items are Applicable to the SO**

As part of the quote verifying process and before generating a Call-up, it is the Identified Users responsibility to verify that all quoted items are SO allowable according to Annex "A" and are covered by the product definitions in Annex "B", specifically;

- All main device and Proprietary Accessory items are applicable to Annex "A", Section 1.0, the 7 Main Equipment Categories and 18 Equipment Sub-categories;

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- No items are applicable to Annex "A", Section 3.0 - Non-Allowable Goods;
- All Incidental Installation Material and Proprietary Accessory items meet the Annex "A", Section 1.0 definitions of Incidental Installation Materials and Proprietary Accessories.
- All services are applicable to Annex "A", Section 2.0 - Allowable Audio Visual Services
- The estimated Travel Related Expenses are based on National Joint Council Travel Directives and are included on the Call-up document. See Annex "D", Section 2.7, Travel Related Expenses for more information;

The only binding terms are the SO terms and conditions and the Call-up document. Identified Users are not bound by terms or conditions proprietary to the SO holders found on quotes or any other document or correspondence.

Once the above listed mandatory requirements have been fulfilled, a Call-up can be issued directly to the SO holder using the completed forms identified in Part 7A, section 10 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the SO holder. Call-ups are issued and sent to the SO holder only. The AV SO authority does not receive or need a copy of AV SO Call-ups.

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4. Generic Statement of Work for Identified Users

Generic STATEMENT OF WORK (SOW)

For the
(Department name)

Prepared By:

STATEMENT OF WORK (SOW)

(Enter Location of requirement of where the Work is to be done)

1. INTRODUCTION

Requirement:

The Department (enter department name) has a requirement to (reconfigure/upgrade, purchase and install, Install, program etc.) at location _____.

Scope:

Contractor must perform all required steps and must provide deliverables as described in the SOW.

Background:

Provide a small paragraph on background if applicable related to the requirement.

2. PROJECT AUTHORITIES

Listed below are the project authorities: (as applicable)

- a. Project Manager (PM)
- b. Technical Authority (TA)
- c. Procurement Authority

3. APPLICABLE DOCUMENTS

Quote any reference document, for example if a quote has been provided and/or diagrams, etc.

4. Tasks

The following tasks lists must be performed:

Provide a step by step list of what needs to be done in the requirement as deliverables and/or services. This is also a good place to list the material required, where and what must be done for each install, relocate, or deliverable. For example:

- a. Camera types (If applicable, explain how video signals must flow through to the final destination(s) on a component by component basis be integrated into the final solution.)
- b. Recording (If applicable, explain the type and features of the recording platform on a component by component basis be integrated into the final solution.)
- c. Control (If applicable, explain the type of control needed across the network of cameras on a component by component basis)
- d. Identify any special or unique requirements such as mounting requirements, cabling requirements, testing requirement, electrical requirements, software etc.
- e. Identify equipment that Canada is responsible to provide such as computers, management software, etc...

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f. Identify Work that Canada needs to complete before the start of installation such as reinforcing walls, providing power, providing network, etc....

g. Identify any limitations in the system design such as the inability to display 1080p due to EDID parameters.

Conduct Acceptance or commission of the requirement (list the name of the requirement with user and Project Manager.

5. DELIVERABLES

List the items and/or services to be delivered upon completion of this Work such as commissioning and acceptance documents, as-built diagrams, manuals, custom control code, etc.

6. TRAINING

List training requirements, if applicable.

Annex "E" - Instructions and Procedures for SO holders

1. General Guidelines for Quoting

Offering lower than SO posted pricing is permitted only when the SO holder is ranked # 1 for the products. It is strictly prohibited for a SO holder with a # 2, # 3, Manufacturer/equipment sub-category ranking, to supply product at or quote pricing at any time, lower than SO posted pricing, unless approval by the AV SO authority has been granted.

SO holders are prohibited from quoting or supplying AV SO products they didn't rank for or are applicable to other SO/SA's either with cost or free of charge.

SO holders must notify the Identified User in advance, in writing of all:

- AV SO services, if applicable.
- Estimated travel expenses, if applicable.

When quoting any items or services needed for a complete solution design that are not applicable to the SO holders SO, SO holders must clearly indicate that the products are to be purchased either via another AV SO or purchased outside of the AV SO.

SO holders are prohibited from quoting or supplying main device items, either ranked or not found on their SO, and identifying them as Accessories or Incidentals. Hiding products within the Accessories or Incidentals classifications is not a means for SO holders to supply products that they did not rank or to supply products not available through the AV SO.

SO holders are prohibited from quoting or providing services not listed in this RFSO.

The regional AV SO rankings are the result of an openly competitive solicitation. SO holders are prohibited from supplying products to a SO region they did not rank in for those products.

The territories of Nunavut, Yukon and Northwest Territories do not have ranked SO holders. SO holders ranked (any rank even for single item requirements) in any of the 6 (six) AV SO regions may quote for and fulfill AV SO requirements with delivery destination points within these northern regions. Due to higher delivery costs, SO holders are permitted to include additional delivery charges. All additional delivery charges must be shown as a separate line item on either the SO products quote or on a separate quote, supported by a copy of the shipping companies cost estimate.

2. Generating AV SO Accurate Quotes

SO holders quotes are important tools for not only listing equipment and services for clients to purchase, but equally important for product and price verification work done by departmental procurement staff. SO holders are required to organize their quotes to support this verification work and to include the mandatory information listed in section 3 below.

Two Optional Methods of Organizing Products and Services on Quotes:

A The first method is to group products not by manufacturer, room or by any kind of technical or layout characteristic but rather by the following AV SO product type groupings:

- Main devices (AV SO applicable);
- Proprietary Accessories;
- Incidental Installation Materials;
- Main devices and accessories found on other AV SO's;
- Services and Travel related expenses;
- Government Furnished Equipment (GFE);
- Non-AV SO applicable products.

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B The second method is to list products by any logical way you prefer but in doing so indicate each model number with the use of asterisks (*) applicable to the AV SO product type groupings. For example, either in the header or at the bottom of the quote, provide a list of AV SO product type groupings each with a different quantity of (*). For example:

- * Main devices - most items are SO applicable (*) not needed;
- * Proprietary Accessories;
- ** Incidental Installation Materials;
- *** Main devices or accessories found on other AV SO's;
- **** Services and Travel related expenses;
- ***** Government Furnished Equipment (GFE)
- ***** Non-AV SO applicable products.

3. Mandatory Information Required on Quotes

All quote documents must include the following:

- SO Suppliers SO number;
- Delivery destination so the applicable SO region can easily be determined;

For each main device, Proprietary Accessory or if applicable, SO service quoted, the following must be indicated:

- Manufacturer name;
- Model or part number;
- SO holders Rank
- The product MSRP
- The SO holders discount percentage applicable to the equipment sub-category
- Final SO product price
- Hourly rate for services (if applicable)

Client department procurement staff will be verifying that each of the preceding data points has been included and is SO accurate.

Identified Users have the right to request at any time that SO holders amend the quote to include any missing mandatory data.

If at any time you are uncertain if your quote conforms to mandatory requirements above, contact the AV SO authority to provide feedback.

4. Quoting Procedure when a Manufacturer is the SO Holder

When a manufacturer holds a SO, it will provide a list of authorized dealers to act on their behalf. To ensure that a manufacturers' reseller is accepted by the client's procurement and accounts payable systems, instructions must be included to the Call-up document. To ensure these instructions are included on Call-up documents, each time a reseller quotes the manufacturers products they should include the following instructions on the quote.

"To ensure acceptance of the invoice and subsequent payment to the reseller, include the following bulleted statements on the Call-up document (insert the Supplier and Manufacturer names):

- "The (quoting Supplier's name) is a SO authorized reseller acting on behalf of (Manufacture name)", and;
- "The Call-up must be issued directly to the reseller, not the SO holder/Manufacturer"

When entering the mandatory requirements of the Call-up document, the following data must be used:

- The SO holders' (manufacturers) business name and SO number
- The dealers' business name depicted as a "care of"

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The instructions must also be used for credit card orders when a manufacturer's listed reseller is quoting the manufacturers products.

5. Quarterly Sales Reporting

The following must be submitted electronically to the AV SO authority:

- The Quarterly Sales Report (QSR) spreadsheet
- A PDF copy of all Call-ups issued

The QSR and the PDF Call-ups documents must be submitted to the AV SO authority by end of business day, no later than 15 calendar days after the end of the reporting period. The schedule of reporting is as follows:

- Q 1: April, May and June, submitted by July 14th.
- Q 2: July, August, September, submitted by October 14th.
- Q 3: October, November, December, submitted by January 14th.
- Q 4: January, February, March, submitted by April 14th.

The QSR consists of the following mandatory fields:

- i. Department
- ii. Client Name
- iii. Delivery Region
- iv. Call-up Number
- v. Call-up date
- vi. Total Cost of All Equipment on Call-up
- vii. Total Cost of All Services on Call-up
- viii. Total Call-up Value

The QSR must include all Call-ups made to the AV SO (this includes requirements provided on forms equivalent to the mandatory use PWGSC 942 form) as well as all purchases of products and/or services ordered by or paid for using Government of Canada Acquisition Cards. See Part 7A, Section 10. Call-up Instrument.

An email (without a report) is still required when there is no business in a reporting period. Simply indicate in the subject of the e-mail, "Sales in a particular quarter were zero".

For audit purposes, Identified Users are to number Call-ups paid for by credit cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

For each Call-up number not generated by a credit card order on the QSR, one PDF Call-up document must be submitted. The Call-up documents must be unprotected PDF's. To facilitate sending large numbers of files via email, collect all the files into one file and have it zipped before sending.

In addition to the mandatory quarterly sales reports and PDF Call-up documents, SO holders will be requested periodically, at the discretion of the AV SO authority, to supply SO holder quotes corresponding to specific Call-ups issued.

SO holders QSR's, PDF Call-up documents and quotes will be measured against all procedures, terms and conditions contained in the RFSO. Failure for SO holders to abide by any of the procedures, terms and conditions contained in the RFSO may result in PWGSC setting aside the SO and the application of vendor performance corrective measures.

6. **Manufacturer Product Price List - Product Updates**

The same Offeror who originally supplied the Manufacturer Product Price List for a particular manufacturer will have the responsibility to provide PWGSC with updated product lists.

It is intended that PWGSC will perform a product update about every 6 months with the option of performing additional updates at PWGSC's discretion.

SO holders will be given a minimum of 2 weeks' notice in advance of an update request. At the time of the update request, the SO holder will receive data input instructions, a copy of the existing product lists and a mandatory submission deadline.

During product updates, the SO holders selected will update their price lists with the following product information:

- MSRP price changes;
- Remove obsolete items;
- Add newly introduced models with pricing;
- Update the Environmental criteria status if a change has occurred since the last update.

For each product update, all MSRP prices must be in Canadian dollars.

SO holders providing product data found to be inaccurate, not following the terms and conditions of the RFSO, or not conforming to the guidelines of Annex "A" may have its SO set aside and/or all products of the applicable manufacturer removed from the manufacturer product lists.

7. **2017 Offer Submission Table Instructions**

Offerors must submit a 2017 Offeror Submission Table as per the following instructions:

- Offerors must indicate an "X" in the appropriate check box at the top of the Offeror Submission Table to indicate if the completed table is applicable to a PSAB, non-PSAB or combination PSAB/non-PSAB offer
- Region and Equipment sub-category fields will have drop-down lists and must be used to accurately reflect the region(s) and equipment sub-category(ies) indicated by the manufacturer on your Manufacturer Letter
- Manufacturer names supplied in the "Offeror Submission Table" must be identical for all applicable rows within the table and identical to the manufacturer name supplied in Box # 1 of the Manufacturer Authorization Letter. The drop-down list of manufacturer names is for reference only. Select a manufacturer name from the drop-down list only if it is an exact match to the manufacturer name in box # 1 of the letter. Electronic Offeror Submission Table percentage discount offers with manufacturer names not matching the manufacturer name supplied in Box # 1 of the manufacturer authorization letter will not be evaluated. If an exact manufacturer name match is not found in the drop-down box, write in the accurate manufacturer name in Tab 2
- Device percentage discount field is available for Offerors to offer a discount percentage for main devices corresponding to the Manufacturer/equipment sub-category of the particular manufacturer. Offerors are permitted to provide percentage discounts up to 2 decimal places
- Accessory percentage discount field is available for Offerors to offer a discount percentage for Proprietary Accessories corresponding to the Manufacturer/equipment sub-category of the particular manufacturer. This discount percentage will not be used for Offeror evaluation purposes
- Price list version or issue date field is available for Offerors to indicate the Price list version or issue date of the manufacturers MSRP price list

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- Offerors must complete all fields of the spreadsheet
- Offerors must not change the format of the spreadsheet in any way. At the time of Offer evaluation, if the spreadsheet or the contents of the drop-down lists have been reformatted or modified, the offer for the Manufacturer/equipment sub-category(ies) affected will be found non-responsive

Annex "F" - Instructions for Manufacturers

1. Manufacturer Authorization Letters for Dealers

Manufacturers are required to accurately reflect its product lines within the AV SO equipment sub-category structure. Annex "A" and "B" of the RFSO define the product types applicable to the AV SO. Manufacturers should review and understand the annexes to know if their products qualify and for which equipment sub-categories they most logically fit,

When manufacturers are making the decision to Offer the AV SO directly (not handing out dealer authorization letters), manufacturers must ensure that they meet all of the RFSO mandatory requirements, including but not limited to having main device hardware products in the minimum number of equipment sub-categories.

When manufacturers are providing authorization letters for their dealers to allow them to Offer an SO, the manufacturers role is to correctly indicate, which equipment sub-categories their products should be included. The result will be more accurate Manufacturer Product Price Lists and rankings. This in turn makes it easier for clients to quickly locate specific products and potential suppliers.

2. Manufacturers Having Multiple Product Divisions

PWGSC suggests that manufacturers with numerous product divisions, who routinely use separate channels of dealer authorization, identify separate unique business divisions (in name only for the SO) to reflect these separate authorization channels.

Any separate business division must:

- Supply a separate MSRP price list;
- Submit dealer authorization letters with the same contact person;

The dealer authorization letters will indicate:

- The unique business divisions name;
- The equipment sub-categories to which their products are allocated.

Under this scenario only, the manufacturers' contact person may or may not be unique to each separate business division.

For manufacturers with multiple unique product divisions or who have separate channels of dealer authorizations, creating separately named divisions for the AV SO will ensure:

- Dealers authorized for similar product lines are evaluated, ranked and listed for government buyers together;
- Dealers authorized for different products lines are not evaluated, ranked or listed for government buyers together;
- The full eligible quantity of dealers is ranked and not blocked from selling (or possibly falling short from being deemed compliant for a SO) your products;
- Government buyers are contacting the correct dealers for specific products.

This process is not a mandatory requirement and it is intended only for those manufacturers with the need to maintain dealer and product line separation related to the benefits above.

For example: Manufacturer ABC has two divisions of products; Consumer and Industrial. ABC has multiple dealers for each division but with only one manufacturer name, a maximum of only 3 dealers will be ranked for each sub-category. If two separate manufacturer names (e.g. ABC Consumer and ABC Industrial) were created many more dealers could be accurately evaluated and ranked. (Excluding ties, as many as six dealers could be ranked authorized dealers across the two divisions of ABC per region)

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In addition, if there was only one manufacturer name and the dealer cost margins for Consumer products were noticeably greater than for Industrial dealers, then there would be a significant chance that Consumer dealers would offer greater percentage discounts off of MSRP than the Consumer and Industrial dealers. Consumer dealers would invariably end up ranking # 1, # 2 and # 3. The result is that the catalogue of ABC products would be limited to Consumer products and Canada would not have access to ABC's Industrial products.

It should be noted that if manufacturers opt not to create separate division names when supplying manufacturer authorization letters for RFSO Offerors and issues arise with the evaluation, ranking of authorized dealers and/or the products contained in the Quick Reference Product List, the issues will not be corrected for the duration of the SO.

Manufacturer Product Price List Submission - Manufacturer Instructions

One Offeror representing each manufacturer will be required to build a Manufacturer Product Price List of AV SO allowable products. For each manufacturer, all of the AV SO qualified dealers will use the same product list to sell to Canada. Manufacturers will indicate on the dealer authorization letters whether the Offeror is capable of generating and updating a comprehensive list of products both accurate to Canadian Government demand and applicable to all other potential Offerors authorized by the manufacturer. For this reason, manufacturers should indicate as capable, only those dealers who have the technical knowledge to build a comprehensive list of products that represent the manufacturer's entire line of AV SO allowable products and clearly understand which products all of the potential AV SO Offerors sell to Canada. Manufacturers can select more than one Offeror. When more than one Offeror is selected as capable or no Offeror has been indicated as capable, PWGSC will select the Offeror who ranked # 1 for the greatest number of regions (in the event of a tie, one dealer will be randomly selected). Regardless of the Offeror selection process, the product list generated by the Offeror selected will be final and used by all the authorized dealers (in all 6 regions).

3. Dealer Authorization Letters:

There are 4 dealer letter templates and each one has a specific use:

- Template 1 - Manufacturer authorizes dealer. To be completed by the manufacturer and supplied to each dealer submitting an Offer.

Templates 2 and 3 must be provided together with the RFSO submission, when a nationally recognized, solely authorized Canadian distributor is in place representing the manufacturer in Canada. If in the event that the equipment sub-categories differ between letter template # 2 and # 3, the SO Authority has the right to seek clarification.

- Template 2 - Distributor authorizes Offeror. To be completed by the one and only Canadian distributor certifying the Offeror as an authorized dealer of the manufacturer.
- Template 3 - Manufacturer authorizes Distributor. To be completed by the manufacturer certifying that the distributor is the sole and exclusive representative of the manufacturer in Canada.
- Template 4 - Manufacturer is the Offeror. To be completed by the manufacturer when the Offeror and the manufacturer are the same.

Note: the manufacturer name submitted into [Box # 1] of any of the 4 letters is very important and must be accurate. Offerors must match this name only, as the specific manufacturer name in their electronic offer. If Offerors offer a different name from the one provided in [Box # 1] the offer for that manufacturer will be deemed non-compliant.

Manufacturer authorization letters must be completed entirely by the manufacturer or solely authorized Canadian distributor only. Offerors are prohibited from completing any part of the letter.

Dealer letters submitted are limited to this RFSO's Dealer Letter templates. No other version or solicitations letter templates will be accepted either in part or in whole.

Accessories will be included in the Manufacturer Product Price List and will be depicted on Call-ups as accessories as described in the Call-up procedures.

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Excluding the name of Offeror, the manufacturer (if it has multiple division names), the region(s) selected and the Manufacturer Product Price List authorization, all information provided in the letters must be identical across all the manufacturer letters. Letters with inconsistent information or signing authorities will be deemed non-responsive.

Manufacturers have the right to remove the authorization of any of its SO holders at any time. The remaining SO holders authorized for the manufacturer move up the ranking order. No new SO holders can be added to the ranking list. Once removed from the list, the SO holder may not be added back into the ranking list. Notification of the removal of an SO holder must be done in writing and supplied to the AV SO authority.

Annex "G" - Commercial General Liability Insurance

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the AV SO, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the AV SO. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

Annex "H" - Environmental Performance Considerations

(For reading purposes only, the RFISO submission form is a separate Word format attachment)

Canada will use a star rating system (0-3) to assess a SO Suppliers environmental initiative and include this information into the resulting SO's. This will provide Identified Users with the option to choose a greener SO Supplier.

The star rating for each Offeror will be identified in each successful Offeror's SO as well as on a Government website. It will then be up to each Offeror to market to Identified Users their green star rating. GC plans to identify to Identified Users, the SO Suppliers green star rating on our internal website.

The maximum total points are 26. Two points are awarded for each performance criteria correctly attained.

- No star will be given to an Offeror if it does not provide adequate information into this section, or it obtains zero (0) point.
- One (1) star will be given to an Offeror that obtains any points up to 9 points.
- Two (2) stars will be given to an Offeror that obtains more than 10 points and up to 18 points.
- Three (3) stars will be given to an Offeror that obtains more than 19 points and up to 26 points.

SO Suppliers will provide details and examples to demonstrate how they comply with the elements below.

SO Suppliers Business Practices:

1. Evidence of an Environmental Management System (EMS) (e.g., International Organization for Standardization (ISO 14001))
2. Have an Environmental Policy in place
3. Demonstrate commitment to voluntary environmental initiatives or community-based environmental projects
4. Member of national industry organization pursuing extended producer responsibility including, but not limited to, reuse & recycle (specify name/organization)

Products:

5. Offer ENERGY STAR equipment
6. Offer products that meet WEEE (Waste and Electrical Electronic Equipment)
7. Offer products that are Restriction of Hazardous Substances (RoHS) certified
8. Offer products that are TCO Certified.
9. AV equipment is equipped with sleep/power-down mode

Packaging:

10. Manufacturer uses recyclable packaging
11. Manufacturer uses reusable packaging

Disposal:

12. Offer take-back programs for products
13. Manufacturer offers recycling of AV systems/components

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ANNEX "I"

General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Offer
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Joint Venture
- 09 Disclosure of Information
- 10 Publication of Standing Offer Information
- 11 Integrity Provisions - Standing Offer
- 12 Access to Information
- 13 Default by the Offeror
- 14 Code of Conduct for Procurement – Standing Offer

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2009 01 (2016-04-04) Interpretation

In the Standing Offer, unless the context otherwise requires,

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer;

"Call-up"

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11;

"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

"Provincial/Territorial Identified User"

means any Canadian province or territory to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments, which are identified in the Standing Offer;

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit

Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users;

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2009 02 (2015-12-18) General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

2009 03 (2015-12-18) Standard Conditions and Clauses

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

2009 04 (2015-12-18) Offer

1. The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
 - c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
 - d. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
 - e. the Standing Offer cannot be assigned or transferred in whole or in part;
 - f. the Standing Offer may be set aside by Canada at any time.

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2009 05 (2015-12-18) Call-ups

If applicable, the Authorized Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer. Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

2009 06 (2015-12-18) Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

2009 07 (2015-12-18) Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

2009 08 (2015-12-18) Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarity liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

2009 09 (2015-12-18) Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

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2009 10 (2015-12-18) Publication of Standing Offer Information

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. the Offeror's qualified domains of expertise or the sub-categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

2009 11 (2016-04-04) Integrity Provisions - Standing Offer

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

2009 12 (2015-12-18) Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to all access to information and privacy laws, both at the federal and provincial/territorial level. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the *Access to Information Act*, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act*, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

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2009 13 (2015-12-18) Default by the Offeror

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.

2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

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ANNEX "J"

General Conditions 2015A - General Conditions – Goods - Authorized User - (Medium Complexity)

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

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- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Condition of Material
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Warranty
- 10 Invoice Submission
- 11 Taxes
- 12 Transportation Costs
- 13 Transportation Carriers' Liability
- 14 Shipment Documentation
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Audit
- 18 Compliance with Applicable Laws
- 19 Ownership
- 20 Authorized User's Property
- 21 Amendment
- 22 Assignment
- 23 Default by the Contractor
- 24 Termination for Convenience
- 25 Right of Set-off
- 26 Conflict of Interest and Values and Ethics Codes for the Public Service
- 27 Contingency Fees
- 28 International Sanctions
- 29 Integrity Provisions - Contract
- 30 Entire Agreement
- 31 Code of Conduct for Procurement - Contract

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2015A 01 (2016-04-04) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions *Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Contract;

"Authorized User's Property"

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

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"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11;

"Party"

means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Provincial/Territorial Identified User"

means any Canadian province or territory to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments, which are identified in the Standing Offer;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2015A 02 (2015-12-18) Standard Clauses and Conditions

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2015A 03 (2015-12-18) Powers of Authorized User

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

2015A 04 (2015-12-18) Status of the Contractor

The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2015A 05 (2015-12-18) Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

2015A 06 (2015-12-18) Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract.

2015A 07 (2015-12-18) Excusable Delay

A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
 4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
 5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:
 - . the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - a. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2015A 08 (2015-12-18) Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2015A 09 (2015-12-18) Warranty

1. Despite inspection and acceptance of the Work by or on behalf of the Authorized User without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Authorized User to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where

applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

2015A 10 (2015-12-18) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, contract number, Authorized User Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2015A 11 (2015-12-18) Taxes

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax,

ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2015A 12 (2015-12-18) Transportation Costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2015A 13 (2015-12-18) Transportation Carriers' Liability

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2015A 14 (2015-12-18) Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

2015A 15 (2015-12-18) Payment Period

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2015A 16 (2015-12-18) Interest on Overdue Accounts *

*This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction.

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment"

for a Federal Identified User means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

for a Provincial/Territorial Identified User means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

2015A 17 (2015-12-18) Audit

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

2015A 18 (2015-12-18) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.

2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

2015A 19 (2015-12-18) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

2015A 20 (2015-12-18) Authorized User's Property

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2015A 21 (2015-12-18) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2015A 22 (2015-12-18) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

2015A 23 (2015-12-18) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

2015A 24 (2015-12-18) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor will be paid:
 - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015A 25 (2015-12-18) Right of Set-off

Without restricting any right of set-off given by law, the Authorized User may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. The Authorized Users may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized Users by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized Users.

2015A 26 (2015-12-18) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2015A 27 (2015-12-18) Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

2015A 28 (2015-12-18) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

2015A 29 (2016-04-04) Integrity Provisions – Contract

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*.

Solicitation No. - N° de l'invitation
E60HN-17AVSO/A
Client Ref. No. - N° de réf. du client
E60HN-17AVSO

Amd. No. - N° de la modif.
File No. - N° du dossier
HN307 E60HN-17AVSO

Buyer ID - Id de l'acheteur
HN307
CCC No./N° CCC - FMS No/ N° VME

2015A 30 (2015-12-18) Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2015A 31 (2016-04-04) Code of Conduct for Procurement – contract

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.